



CITY OF YANKTON

2017_08_28

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, August 28, 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 August 14, 2017 and the Special Meeting of August 8, 2017

Attachment I-2

3. City Manager's Report

Attachment I-3

5. Public Appearances – Todd Van Maanen

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. Establishing public hearing for sale of alcoholic beverages

Establish September 11, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for September 12, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Avera Professional Pavilion, 409 Summit, Street, Yankton, SD.

Attachment II-1

2. Establishing public hearing for sale of alcoholic beverages

Establish September 11, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for October 10, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Lewis & Clark Theatre Company, 328 Walnut Street, Yankton, SD.

Attachment II-2

- 3. Establishing public hearing for sale of alcoholic beverages**
Establish September 11, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for November 14, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Broadway Chrysler, 2720 Broadway Avenue, Yankton, SD.

Attachment II-3
- 4. Establishing public hearing for sale of alcoholic beverages**
Establish September 11, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for December 12, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, First National Bank, 332 Broadway Avenue, Yankton, SD.

Attachment II-4
- 5. Special Events Dance License**
Consideration of Memorandum #17-183 recommending approval of the application from the VFW for:
A) Special Events Dance License for September 30, 2017

Attachment II-5
- 6. Possible Quorum Event**
September 28, 2017, for Chamber event, no official commission action
- 7. Possible Quorum Event**
September 29, 2017, for Chamber event, no official commission action
- 8. Approving Current Volunteer Firefighter List**
Consideration of Memorandum #17-186 regarding approving the current list of Volunteer Firefighters per Workers' Compensation and SDCL requirements

Attachment II-8
- 9. Establishing public hearing for sale of alcoholic beverages**
Establish September 11, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for 1 day, October 7, 2017, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), d/b/a Rounding 3rd Bar and Casino, NFAA, 800 Archery Lane, Yankton, S.D.

Attachment II-9
- 10. Establishing public hearing for sale of alcoholic beverages**
Establish September 11, 2017, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License for one day, September 28, 2017, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Attachment II-10

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. **Assessment Project, Pave the North-South Alley from 13th Street to 14th Street, between Pearl Street and Picotte Street, public hearing**
Public hearing on the special assessment roll for the Assessment Project to Pave the North-South Alley from 13th Street to 14th Street, between Pearl Street and Picotte Street
Attachment III-1

2. **Building, Plumbing & Electrical Codes Ordinance Amendment – public hearing**
Public hearing to consider Ordinances #996, #997, #998 and #999, repealing the 2003 Building, Plumbing and Electrical Codes and adopting the 2015 Building and Plumbing Codes, and 2017 Electrical Code
Attachment III-2

3. **Fire Code Ordinance Amendment – public hearing**
Public hearing to consider Ordinances #1000, amending the 2015 Fire Code
Attachment III-3

4. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #17-182 regarding the request for a Special Events (on-sale) Liquor License for September 30, 2017 from VFW (Colin Reisner, Quartermaster), 209 Cedar Street including the parking lot and Cedar Street from the North side of the building to 2nd Street, Yankton, S.D.
Attachment III-4

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. **Planning Commission Recommendation – Tax Incremental District**
Consideration of Memorandum #17-179 recommending approval of Resolution #17-33, the creation of Tax Incremental District Number Nine to be located on the following described property:

Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South Dakota. Address 2101 Broadway Ave. Yankton – Omaha Partnership c/o Dial Enterprises, owner.

Attachment IV-1

- 2. Ordinance Pertaining to Proposed 2018 Budget – Set Public Hearing**
Introduction, first reading and establish September 11, 2017 as the second reading, an ordinance to appropriate monies for defraying the necessary expenses and liabilities of the City of Yankton, South Dakota, for the fiscal year beginning January 1, 2018, and ending December 31, 2018, and providing for the levy of annual taxes for all funds created by ordinance within said City

Attachment IV-2
- 3. Contract Award, Sludge Removal Water & Wastewater Plant**
Consideration of Memorandum #17-184 regarding Sludge Removal for Water and Wastewater Plant

Attachment IV-3
- 4. Memorandum of Understanding – State of South Dakota**
Consideration of Memorandum #17-173 in support of Resolution #17-29 regarding Memorandum of Understanding between the South Dakota Attorney General’s Office and the Yankton Police Department in regards to expanded jurisdiction for illegal narcotics

Attachment IV-4
- 5. Planning Commission – Plat Review**
Consideration of Memorandum #17-180 regarding Resolution #17-34, a Replat of Tract A in Lot 1 of W. G. & A. Addition to the City and County of Yankton, South Dakota. Addresses, 2216 Broadway Avenue. Fifth Generation Investments LLC, owner

Attachment IV-5
- 6. Planning Commission – Position Statement**
Consideration of Memorandum #17-181, a position statement regarding the possible vacation of the Timberland Drive section line right-of-way between W. 8th Street and W. 11th Street.

Attachment IV-6
- 7. VFW – Special Events Parking Request**
Consideration of Memorandum #17-187 and Resolution #17-35 regarding request by VFW for Special Events Parking Ordinance #933 to be in place during VFW event on September 30, 2017

Attachment IV-7
- 8. Chamber Event – Special Events Parking Request**
Consideration of Memorandum #17-188 and Resolution #17-36 regarding request by Chamber of Commerce for Special Events Parking Ordinance #933 to be in place during their event on September 29, 2017

Attachment IV-8
- 9. Request to Close Meridian Bridge for Chamber Event**
Consideration of Memorandum #17-189 regarding request to close Meridian Bridge for Chamber Event on September 29, 2017

Attachment IV-9

10. **Memorandum of Understanding between City of Yankton and CVB**
Consideration of Memorandum #17-190 regarding Memorandum of Understanding
between City of Yankton and Convention and Visitors Bureau

Attachment IV-10

11. **Amendment #2 to Agreement with SDDOT & City of Yankton**
Consideration of Memorandum #17-185, regarding Amendment #2 for NH0050(99)381
PCN 6926 South Dakota Highway 50

Attachment IV-11

V. **ADJOURN INTO EXECUTIVE SESSION TO DISCUSS
PERSONNEL, CONTRACTUAL AND LITIGATION 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 AUGUST 28, 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
AUGUST 14, 2017**

Board of City Commissioners of the City of Yankton was called to order by Mayor Hoffner.

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

Action 17-226

Moved by Commissioner Carda, seconded by Commissioner Johnson, to approve the Minutes of the regular meeting of July 24, 2017.

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

Motion adopted.

Action 17-227

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

A T & T-Cell Phone Bill-\$368.62; A-Ox Welding Supply Co Inc-Propane-\$40.29; Academy of Dance Inc-Summer Program-\$201.60; Alert Magazine LLC-Advertisement-\$195.00; All Star Pro Golf Inc-Scorecards-\$4,311.19; Auto Value Parts Store-Filters-\$1,381.50; Avera Heart Hospital of SD-AED Update-\$76.00; Bailey/Amy Music At Meridian-\$100.00; Bartlett & West Inc-Lift Station Construct-\$20,394.00; Battery Exchange-Battery-\$88.95; Beste/Tiffany-Summer Program-\$447.00; Bierschbach Equip & Supply-Saw Blade-\$816.00; Black Belt Academy-Summer Program-\$266.40; Boller Printing Inc-Paper-\$215.40; Brenntag Great Lakes LLC-Chemicals-\$2,219.04; Brown & Saenger-Cash Register Paper-\$276.36; Buhl's Laundry Cleaners Inc-Uniform Repairs-\$6.00; Bushnell Holdings Inc-Merchandise-\$1,309.58; Butler Machinery Co-Shaft Assembly-\$100.23; BX Civil Construction Inc-Dust Inhibitor Service-\$668.38; Cedar Knox Public Power Dist-Water Electric-\$1,234.42; Centurylink Phone-July-\$1,568.92; Chamber of Commerce-Ag Gala Ticket-\$50.00; Chesterman Company-Soft Drinks-\$1,604.02; City of Vermillion-Jt Power Cash Transfer-\$47,707.91; City of Yankton-Central Garage Rubbish-\$6.00; City of Yankton-Parks Landfill Charges-\$378.25; City of Yankton-Solid Waste Compacted Garbage-\$23,768.96; City of Yankton-Street Rubbish-\$12.00; City Utilities-Water/Wastewater Charges-\$42,972.68; Claritus- Postage Supplies-\$189.45; Cole Papers Inc-Entrees-\$496.57; Concrete Material Concrete-\$48,601.90; Conduent Enterprises Solutions-Maint Program Support-\$2,161.62; Conkling Dist-Malt Beverages-\$3,279.25; Cornhusker Intl Truck Inc-Antifreeze/Filters-\$682.11; Credit Collection Service Inc-Util Collection June-\$17-\$97.07; CSI Software LLC-Software-\$1,094.18; Custom Truck & Equipment-Rear Load Cart Tippers-\$44,077.54; D & G Concrete Const-Hwy 50 Phase 2 Construct-\$96,787.55; Dakota Beverage Co Inc-Malt Beverages-\$3,605.35; Dakota Territorial Museum-Cemetery Walk-\$510.00; Danko Emergency Equipment-Axes-\$178.52; Dept of Corrections-DOC Work Program-\$1,527.45; Dept of Revenue-Lab Tests-\$326.00; Design Solutions & Integration-Labor/Programming-\$7,496.87; Dex Media East-Phone Book-\$33.46; Downtown Screenprinting-Pro-Am Staff Uniforms-\$1,118.60; Ehresmann Engineering Inc-Parts-\$401.60; Ethanol Products LLC-CO2-\$3,407.26; Flannery/Kirt-Officer Stipend-July-\$25.00; Frick/Adam-Officer Stipend-July-\$25.00; Frick/Brian-Officer Stipend-July-\$50.00; Frontier Mills Inc-Grass Seed-\$272.84; Geotek Eng & Testing Serv Inc-Testing Service-\$1,228.00; Graymont Capital Inc-Pebble Lime-\$27,157.51; Green Room-Dance Studio Summer Program-\$460.00; Greg Norman-

Commercial Service Merchandise-\$87.07; Gridor Construction, Inc-Lift Station-\$204,080.20; Hansen Locksmithing-Service Call-\$75.00; Hanson Briggs Advertising Inc-Recycle Magnets/Tags-\$902.96; Hawkins Inc-Memorial Pool Chemicals-\$16,865.50; Haynes/Chris-Summer Program-\$1,628.00; HD Supply Waterworks LTD-Hydrant Meter-\$2,588.90; HDR Engineering Inc-Treatment Plant Const-\$131,969.13; Heritage Homes Inc-Spec Appropriation-\$1,250.00; Hill/Sue-Summer Program-\$358.40; Innovative Protectives Inc-Repairs-\$80.00; Intoximeters-PBT Equipment-\$160.00; J & H Care & Cleaning Company-Janitorial Services-\$2,795.00; Johnson Roofing Inc-Repair Skylights-\$1,440.44; Jolley/James-Refund-\$173.10; Jones Construction-Water Plant Construction-\$547,299.63; Kadrmas Lee & Jackson Inc-Services-\$7,384.83; Kaiser Heating & Cooling Inc-AC Repairs-\$88.03; Kaiser Refrigeration Inc-Repair Refrigerator-\$100.00; Kathol/Elizabeth-Refund-\$29.03; Kleins Tree Service-Tree Removal-\$1,650.00; Lacroix Construction-Bldg Demolition-\$7,857.16; Larry's Home Center-A/C Repairs-\$3,983.00; Likness/Arlin-Summer Program-\$1,213.60; Loecker/Mary-Uniform Reimbursement-\$65.75; Long/Amy-Summer Program-\$447.00; Mailfinance-Postage-\$576.00; Masonry Components Inc-21st Street Reconstruct-\$233,757.21; Midamerican Energy-Fuel-July-\$2,455.41; Midamerican Energy-Water/WW Fuel-\$558.72; Midwest Tape-Audio Books-\$219.93; Midwest Wheel Companies-Hitches-\$256.48; Millenium Recycling-Single Stream Fee-\$2,697.00; Modern Marketing-Public Relations Merchandise-\$797.76; Moser/Brad-Officer Stipend-July-\$25.00; Motor Vehicle Dept SD-Title & License-\$32.40; Mr Golf Car Inc-Golf Cart Rental-\$150.00; Mueller/Pete-Safety Glasses Reimburse-\$55.00; MW Auto & Towing-Police Tow-\$160.00; National Field Archery Assn-Summer Programs-\$2,137.60; Northwestern Energy Elect-July-\$77,699.13; Northwestern Energy-Sertoma Lights-\$105.94; Observer-Advertisements-\$185.00; Olson's Pest Technicians Inc-Pest Control-\$140.00; One Office Solution-Office Supplies-\$102.90; Pilger Sand and Gravel Inc-Golf Course Sand-\$707.57; Press Dakota MStar Solutions-Classified Ads-\$3,179.29; Printing Specialists-Utility Envelopes-\$1,053.66; R & R Products Inc-Boiler Assembly-\$1,050.25; Racom Corporation-EDACS Access-\$830.96; Register of Deeds-Copies-\$57.00; Reinhart Foods Inc-Entrees-\$3,949.69; Ricoh USA Inc-Printer-\$399.06; Riverfront Broadcasting LLC-Advertising-\$666.60; Robinson/Richard-Refund-\$50.00; Sheehan Mack Sales & Equip Inc-Nozzle-\$74.90; Sievers/Martha-Equipment Repair-\$50.00; Sioux Equipment Company Inc-Handle Spring-\$18.90; Sioux Falls Two Way Radio Svs-Replace Antenna-\$1,112.50; Slowey Construction Inc-Crushing Salvaged Conc-\$109,532.00; Smith Insurance Inc-Notary Bond Fee-\$177.50; South Dakota Golf Assn-Handicap Dues-\$7,348.00; South Dakota One Call-Locates-\$245.70; Southeast Publications-Fox Run Advertising-\$700.00; Stern Oil Co Inc-Aviation Gas-\$82,323.99; Stockwell Engineers Inc-Mem Pool Master Plan-\$5,800.00; Studio Art Center-Summer Programs-\$1,176.80; Suez Treatment Solutions Inc-UV Supplies-\$1,995.15; Titleist-Golf Balls-\$917.70; Todd, Inc-Gutter Brooms-\$964.48; Toms Electric-Rewire Lighting-\$1,273.80; Top Notch Window Cleaning-Window Cleaning-\$100.00; Transportation Dept SD-Bridge Inspection-\$1,617.74; Trophy Place-Trophies-\$441.00; Truck Trailer Sales Inc-Truck Repairs-\$1,353.00; Turfwerks-Parts-\$956.62; US Post Office-Utility Postage-July 17-\$1,500.00; United Parcel Service, Inc-Delivery Service-\$250.82; United States Postal Service- Postage Meter-July-\$863.00; US Bank Equipment- Finance Copier Lease-\$335.07; Veldhuizen/Rev Rod-Travel Expense-\$354.80; Vogel Paint Inc-Traffic Paint-\$2,504.30; Wage Works Inc-Flex Service Fee-\$130.00; Walt's Homestyle Foods Inc-Entrees-\$175.00; Water & Env Eng Research Ctr-Testing-\$122.00; Wholesale Supply Inc-Concessions-\$4,776.50; Wiebelhaus/Jean-Taxes-\$156.57; Williams & Company PC-Audit-\$35,705.00; Wilson Sporting Goods-Golf Equipment-\$800.00; Woehl/Toby-Officer Stipend-July-\$25.00; Woods Fuller Shultz & Smith PC-Professional Services-\$45.00; Xerox Corporation-Copier Lease-\$423.61; Xerox Corporation-Copier Lease-\$1,432.41; Yankton Area Convention & Visitors Center-Spec Appropriation-\$97,582.50; Yankton Bowl-Summer Programs-\$384.80; Yankton County EMS Association-Summer Programs-\$234.50; Yankton County Treasurer-

Condition Use Permit-\$100.00; Yankton Gazelle Gymnastics-Summer Programs-\$1,064.00; Yankton Janitor Supply Inc-Supplies-\$81.46; Yankton Medical Clinic-DOT Random Drug Test-\$38.00; Yankton Redi Mix-Concrete-\$4,003.12; Yankton Transit Inc-Ponca Park Day Camp-\$565.00; Ziegler/William-Officer Stipend-July-\$50.00; Zoobean Inc-Professional Services-\$795.00; A-Ox Welding Supply-Heating Tip-\$154.43; Adidas Online Store-Disputed Charges-\$420.24; Alphabet Signs-Railroad Stencil-\$132.20; Amazon Mktplace Pmts-DVDs-\$710.98; Amazon.Com-Hard Drive-\$540.21; Amazon.Com-Bi Office Supplies-\$49.99; American NRPA-National Conference-\$791.00; American Library Assn-Office Supplies-\$43.00; Americinn Lodge & Suite-Travel Accomodations-\$134.44; Anchorboltexpress.Com-Anchor Bolts-\$315.78; Appeara-Towels-\$349.52; AT&T Bill Payment-Wireless Connections-\$1,280.09; Baker-Taylor-Books-\$1,993.54; Battery Exchange-Battery-\$256.90; Battery Junction-Batteries-\$45.26; Billion GMC Buick KIA-Front Panel-\$336.05; Bomgaars-Shop Towels-\$1,983.87; Bow Creek Metal Inc-Lime Silo Patch Plates-\$102.01; Brenntag Great Lakes-Ferric Chloride-\$1,656.00; Carus Corporation-Phosphate-\$2,467.08; Caseys Gen Store-Staff Appreciation-\$10.84; Cedar County Veterinary-Veterinary Services-\$61.00; Christensen Radiator-Service Air Conditioner-\$46.54; Clarks Rentals-Custom Post Hole Digger Rental-\$15.00; Concept2 Cts Inc-Equipment Straps-\$17.40; Concrete Materials-Mulch-\$831.74; Consolidated Business-Service Call Phones-\$149.10; Cox Auto Supply-Equipment Supplies-\$384.76; Crescent Electric-Light Bulbs-\$151.02; Dayhuff Enterprises Inc-Janitorial Supplies-\$931.84; Demco Inc-Office Supplies-\$112.44; Domino's-Teen Party-\$90.17; DX Service-Salt-\$5,091.10; Embroidery & Screen Works-Merchandise-\$234.25; Esafety Supplies Inc-Supplies-\$231.74; Facebk-Advertisements-\$58.92; Facebk-4th of July Facebook Ad-\$5.67; Fastenal Company-Hex Bolts-\$7.63; Fedex-Postage-\$13.08; Footjoy.Com-Merchandise-\$79.88; Formed Plastics, Inc-Park Light Cover-\$445.48; Fred Haar Company-Gator Repair-\$277.89; Giordanos Restaurant-ALA Travel Expense-\$20.00; Golf Tailor, LLC-Golf Equipment-\$99.00; Greatland Corporation-Annual Subscription-\$79.00; Hach Company-Lab Supplies-\$360.27; Hard Drive Central-Copier Use-\$49.81; Hedahls-Shop Tool-\$111.34; Hobby-Lobby-Office Supplies-\$78.01; Homedepot.Com-Sprinkler Controller-\$80.93; Howe Inc-Fire Sprinkler Inspect-\$350.00; Hy-Vee-Supplies-\$53.24; Hy-Vee-Entree-\$534.19; Independence-Waste Porta Potty-\$572.85; Intl Assoc of Fire Chiefs-Membership Dues-\$234.00; International-Membership Dues-\$1,501.00; Interstate All Battery-Batteries-\$50.60; Interstate Pwr Sys-Generator Load Bank Test-\$2,224.75; Intoximeters Inc-PBT Tubes-\$160.00; IR Industrial-Air Compressor Switch-\$12.00; JJ Benji-Summer Programs-\$540.00; JCL Solutions-Cleaning Supplies-\$2,259.66; Johnson Controls-SS Maintenance Agreement-\$6,941.10; Kaiser Heating and Cooling-CO2 Tank Repair-\$104.80; Kaiser Refrigeration-CO2 Tank Repair-\$1,078.65; Kendell Doors & Hardware-Locks-\$327.50; Koletzky Implement Inc-Filters-\$384.00; Kopetskys Ace Hdwe-Meridian Shade Tents-\$764.20; Larrys Heating-Refrigerator-\$165.02; Lewis And Clark Ford-Trailer Hitch-\$88.50; Locators and Supplies-Locate Supplies-\$229.55; Logmeinlogmeininc.Com-Software-\$191.90; Mark's Machinery Inc-Mower Maintenance-\$29.58; Mead Lumber-Park Supplies-\$271.83; Menards-Riverside Park-\$1,772.29; Midwest Laboratories-Monthly Nutrient Testing-\$107.56; Midwest Radiator-Shop Supplies-\$60.26; NFPA-Natl Fire Protect Banner-\$58.55; NGPC Reservations-Summer Programs-\$342.00; NRPA Housing-NRPA National Conference-\$218.77; NRPA Congress-NRPA National Conference-\$610.00; NVFC-Membership Dues-\$49.00; Olsons Pest Technician-Pest Control-\$81.00; One Office Solution-Office Supplies-\$356.33; OReilly Auto-Fan Clutch, EGR Valve-\$557.16; Overdrive Dist-Overdrive Ebooks-\$2,825.65; Pack & Ship-DENR Form Shipping-\$26.98; Paypal Battery-Batteries-\$121.50; Paypal-Pager-\$114.00; Paypal-Pager-\$163.50; Paypal-Pager-\$175.00; Paypal-Pager-\$162.00; Paypal-Pager Chargers and Clips-\$204.10; Paypal-Pagers-\$419.97; Phillips 66-Fuel for Training-\$26.01; Postage Refill-Postage Meter Refill-\$200.00; Printsourc Network Inc-Office Supplies-\$52.50; Push Pedal Pull Corp-Equipment Repair-\$536.30; Quill Corporation-Office Supplies-\$170.86; Recorded

Books-CD Book-\$278.94; Ricobenes-ALA Travel Expense-\$7.71; Riverside Hydraulics- Hoses-\$336.50; Royal Sport Shop-Recreation Supplies-\$79.22; Safety Kleen Systems-Hazardous Bulb Disposal-\$954.64; Sanitation Products Inc-Clip-\$23.42; SD Lib Association-SDLA Dues-\$80.00; SD State U-GIS Conference-\$55.00; SF Regional Airport-ALA Travel Expense-\$35.00; Sherwin Williams-Paint Supplies-\$543.16; Sprinklerwarehouse-Irrigation Supplies-\$802.64; The Collision-Durango Fender Repair-\$686.16; Larry's Canvas-Umbrella Repair-\$35.00; The Pickle Bar-K9 Training Expense-\$24.21; State Hygienic Lab-Source Water Testing-\$911.00; Sturdevants-Park Supplies-\$87.29; Superior Tech Products-Chemicals-\$4,965.50; Syds Eastside Auto-Headlight-\$40.00; Target.Com-Office Supplies-\$41.08; Tessman Company-Chemicals-\$1,966.00; The Fox Stop Inc-Fuel-\$45.85; TMA-Mower Repair-\$1,050.82; Tractor Supply Co-K9 Equipment-\$53.98; Truck Trailer Sales-Ecco Clean-\$3,661.67; Turfwerks Omaha Equipment-Parts-\$336.08; Ultra Max-Ammo-\$231.00; USA Blue Book-Repair Parts-\$517.85; USPS PO-Postage Book Club Bag-\$9.92; Vessco, Inc-Polymer Motor/Repair Kit-\$1,108.60; Viddler Inc-Video Hosting-\$40.95; Vistaprivistaprint.Com-Business Cards-\$24.97; VWR International Inc-Gloves/Hydrochloric Acid-\$671.86; VZWRLSSMYVZVBP-Internet Access-\$516.09; Wal-Mart-Summer Reading Prizes-\$808.48; Wal-Mart-Program Supplies-\$19.67; Walgreens-Cleaning Supplies-\$44.42; WM Supercenter-Summer Programs-\$851.81; WW Grainger-Solenoid Valve-\$1,398.07; WWW.Superbrightleds.Co-Indicator Lamp Bulbs-\$16.93; Yankton Rexall Drug-Pressure Gauge/Glycerin-\$43.58; Yankton Winnelson Co-Park Supplies-\$80.48; Zimco Supply Co-Chemicals-\$3,321.00; Accounts Management Inc-Employee Deduction-\$268.46; AFSCME Council 65-Employee Deduction-\$1,318.40; Ailes/Timothy Allen-Pro-Am-\$2,045.00; American Family Life Corp-Cancer & ICU Premiums-\$7,218.02; Archer/Michael-Music at the Meridian-\$1,500.00; Barr/Conner-Pro-Am-\$1,683.75; Bates/Richard-Music at the Meridian-\$1,400.00; Black/Otto-Pro-Am-\$2,045.00; Boeter/Caitlin-Training-\$282.38; Brandt/Todd-Training-\$156.00; Buttke/Jami-Music at the Meridian-\$1,500.00; Campbell/Thomas-Pro-Am-\$1,123.00; Cannon/Blake-Pro-Am-\$2,300.00; Carlson/Tyler-Pro-Am-\$1,032.50; City of Yankton-Parks Petty Cash-\$500.00; Connections Inc-EAP Insurance July-\$386.40; Constable/Donald-Pro-Am-\$1,405.00; Delta Dental-Dental Insurance - Aug-\$7,754.76; Dept of Social Services-Employee Deductions-\$1,697.50; Duesler/Braden-Pro-Am-\$916.25; Edens/Parker-Pro-Am-\$1,123.00; Feist/Shane-Pro-Am-\$1,683.75; Fink/David-Pro-Am-\$2,785.00; First Natl Bank South Dakota-Employee Deduction-\$2,595.12; Frank/Sam-Pro-Am-\$1,123.00; Frey/Brandon-Training-\$80.00; Gillick/Kevin-Pro-Am-\$1,405.00; Harper/Peter-Music at the Meridian-\$1,500.00; Hauter/Jonathan-Pro-Am-\$1,123.00; Irlbeck/Benjamin-Pro-Am-\$850.00; Karazissis/Kyle-Pro-Am-\$916.25; Klaasen/Clark-Pro-Am-\$1,282.50; Kring/Kevin-Pro-Am-\$1,683.75; Kunick/Timothy-Pro-Am-\$987.50; Kupcho/Steven-Pro-Am-\$3,705.00; Ledger/Jonathan-Pro-Am-\$1,123.00; Mcwilliams/Sean-Pro-Am-\$1,032.50; Metzger/Andre-Pro-Am-\$6,040.00; Minnesota Life Insurance Co-Life Insurance August-\$711.72; Northwestern Energy-Fill Station Temp Power-\$338.13; O'Farrell/Ross-Music at the Meridian-\$1,500.00; OSP, LLC-Music at the Meridian-\$1,500.00; Quinones/Douglas-Pro-Am-\$10,000.00; Ramos Jr/Arcadro-Pro-Am-\$987.50; Retirement, SD-SD Retirement July-\$70,726.31; Schoolcraft/William-Pro-Am-\$916.25; SD Public Assurance Alliance-Insurance-\$543.12; SDSRP-Employee Deductions-\$5,655.00; SDSWMA-Renewal Fee-\$500.00; Smith/Shane-Pro-Am-\$1,683.75; Stanek/Kevin-Pro-Am-\$1,282.50; Summit Activity Center-Employee Deduction-\$863.85; Sun Life Financial-Vision Ins August-\$952.19; Truslow/Austen-Pro-Am-\$916.25; United Way-Employee Deduction-\$102.00; Vast Broadband-Internet Services-\$3,582.65; Wellmark Blue Cross-Health Ins August-\$90,875.58; Wilkens Industries Inc-Walking Floor Trailer-\$66,283.00; Yankton Transit Inc-1/2 Special Appropriation-\$15,000.00.

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

Motion adopted.

SALARIES JULY, 2017:

Administration-\$38,176.42; Finance-\$32,005.28; Community Development-\$19,792.00; Police-\$152,001.25; Fire-\$11,479.38; Engineering-\$41,407.37; Street-\$40,405.85; Traffic Control-\$3,409.11; Library-\$27,848.03; Parks/SAC-\$88,106.67; Memorial Pool-\$24,819.15; Marne Creek-\$6,197.97; Water-\$39,187.51; Wastewater-\$35,011.49; Cemetery-\$4,943.45; Solid Waste-\$21,930.78; Landfill-\$15,532.24; Golf Course-\$43,196.48; Central Garage-\$7,093.95.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Kasey Erickson-\$9.50 hr.-Golf Division; Jordan Kuipers-\$9.50 hr.-Rec. Division; Shana Platt-\$11.75 hr.-Rec. Division; Courtney Russenberger-\$1291.74 bi-wk.-Dispatch.

Wage Change: Madalyn Arens-\$9.90 hr.-Rec. Division; Kyle Bergeson-\$10.00 hr.-Rec. Division; Lisa Irwin-\$10.00 hr.-Rec. Division; Arlin Likness-\$10.00 hr.-Rec. Division.

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

Action 17-228

Moved by Commissioner Johnson, seconded by Commissioner Gross, that the following items on the Consent Agenda be approved.

1. Establishing public hearing for sale of alcoholic beverages
Establish August 28, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for September 30, 2017 from VFW (Colin Reisner, Quartermaster), 209 Cedar Street including the parking lot and Cedar Street from the North side of the building to 2nd Street, Yankton, South Dakota.

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

Motion adopted.

Action 17-229

This was the time and place for the public hearing on the application for a transfer of location of a Retail (on-sale) Liquor License for January 1, 2017, to December 31, 2017, from VFW Post No. 791, 209 Cedar Street, adding Sidewalk and Parking Lot, Yankton, South Dakota. (Memorandum 17-167)

No one was present to speak for or against approval of the license application. Moved by Commissioner Carda, seconded by Commissioner Ferdig, to approve the license.

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

Motion adopted.

Commissioner Maibaum joined the meeting via "skype" at 7:08 p.m.

Action 17-230

This was the time and place for the public hearing on the application for a Special Events Malt Beverage (on-sale) Retailers License and a Special Retail (on-sale) Wine Dealers License for one day, Saturday, October 28, 2017, from Czeckers, Inc. (Jean Hunhoff, President), between 2nd and 3rd Street on Walnut, Yankton, South Dakota. (Memorandum 17-168) No one was present to speak for or against approval of the license application. Moved by Commissioner Johnson, seconded by Commissioner Gross, to approve the license.

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

Motion adopted.

Action 17-231

This was the time and place for the public hearing on the application for a transfer of ownership and location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2017, to June 30, 2018, from SHREE LLC dba Muggsy's Sub Galley (Dipan Patel, President), 821 Broadway Avenue to the Fox Stop, Inc. (James Grotenhuis, owner), 1316 W 30th Street, Yankton, South Dakota. (Memorandum 17-169) No one was present to speak for or against approval of the license application. Moved by Commissioner Miner, seconded by Commissioner Moser, to approve the license.

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

Motion adopted.

Commissioner Maibaum temporarily disconnected from the meeting.

Action 17-232

Moved by Commissioner Gross, seconded by Commissioner Johnson, to approve the City of Yankton and Yankton County Shared Route Maintenance and Reconstruction Agreement for West City Limits Road. (Memorandum 17-177)

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

Motion adopted.

Todd Larson, Director of the Department of Parks, Recreation, and City Events, and Rick Clark from the National Park Service were present to discuss a potential transfer of City-owned property that is located in Nebraska to the National Park Service. (Memorandum 17-170) The consensus was to draft an agreement to bring to a future City Commission meeting for consideration.

Commissioner Maibaum re-joined the meeting via "skype."

Action 17-233

Moved by Commissioner Gross, seconded by Commissioner Carda, to adopt Resolution 17-27. (Memorandum 17-171)

**RESOLUTION OF NECESSITY 17-27
(Yankton Road Tax)**

WHEREAS, the Board of City Commissioners of the City of Yankton has deemed that the City streets, alleys and roadways must be properly reconstructed and repaired, and;

WHEREAS, the City of Yankton's streets are repaired by grading, crack filling, spall repair, patching and chip sealing, and;

WHEREAS, a yearly inventory of City streets is conducted in order to determine the streets in need of repair,

NOW, THEREFORE, BE IT RESOLVED, that for the purpose of maintaining and repairing the streets, and surfacing thereof, that an assessment of fifty cents per front foot be levied upon all parcels or portions of parcels fronted or abutting streets and fifty cents per front foot be levied upon parcels or portions of parcels fronted or abutting alleys within the City of Yankton.

The City Finance Officer is hereby directed to certify such assessments together with the regular assessments for 2017 collectable in 2018 to the County Auditor to be collected as municipal taxes for general purposes.

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

Action 17-234

Moved by Commissioner Gross, seconded by Commissioner Johnson, to set August 28, 2017, as the date for the public hearing on the special assessment roll for the Assessment Project to pave the North-South Alley from 13th Street to 14th Street, between Pearl Street and Picotte Street. (Memorandum 17-175)

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

Action 17-235

Commissioner Gross introduced and Mayor Hoffner read the title of Ordinance No. 996, ADOPTION OF THE 2015 INTERNATIONAL BUILDING CODE; Ordinance No. 997, ADOPTION OF THE 2015 INTERNATIONAL RESIDENTIAL BUILDING CODE; Ordinance No. 998, ADOPTION OF THE 2015 UNIFORM PLUMBING CODE; and Ordinance No. 999, ADOPTION OF THE 2017 NATIONAL ELECTRIC CODE, and set the date for the second readings and public hearings as August 28, 2017. (Memorandum 17-178)

Action 17-236

Moved by Commissioner Johnson, seconded by Commissioner Gross, to adopt Resolution 17-30. (Memorandum 17-174)

RESOLUTION 17-30

WHEREAS, the State of South Dakota Department of Corrections owns a Security Screening System which can detect contraband concealed in or on an offender; and

WHEREAS, in some instances the Yankton Police Department may need to use said Security Screening System and the State’s personnel trained to utilize the equipment in order to detect contraband concealed in or on an offender in the lawful custody of the Yankton Police Department in the course of work within the corporate limits of Yankton; and

WHEREAS, it would benefit the Yankton Police Department to have access to said Security Screening System for the discovery of contraband for the safety of the public, officers and correctional staff

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, enter into a Joint Powers Agreement for the Operation of the Department of Correction’s Security Screening System located at the Trustee Unit on the grounds of the Human Services Campus and that the City Manager is authorized to sign said Joint Powers Agreement.

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

Action 17-237

Moved by Commissioner Johnson, seconded by Commissioner Carda, to adopt Resolution 17-28.
(Memorandum 17-172)

RESOLUTION 17-28
Waiver of Fee for Grave Site

WHEREAS, South Dakota Codified Law (SDCL) 9-32-13 allows the City of Yankton as the owner of Yankton Municipal Cemetery to transfer the ownership of gravesites (sell), and

WHEREAS, the SDCL and City of Yankton’s Municipal Code of Ordinances allows the City to establish a fee for the sale of gravesites, and

WHEREAS, the Yankton Board of City Commissioners wish to transfer a gravesite to the Yankton Chamber of Commerce at no cost in support of a special event, and

WHEREAS, the establishment of “no fee” in this instance does not change the fee associated with the sale of other cemetery lots.

NOW, THEREFORE, BE IT RESOLVED that the grave identified as Block 708, Lot 3, Grave 2 be hereby transferred to the Yankton Chamber of Commerce at no charge,

AND, BE IT FURTHER RESOLVED that the Yankton City Manager is hereby authorized to execute all documents associated with the transfer of the described gravesite.

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

Action 17-238

Moved by Commissioner Ferdig, seconded by Commissioner Carda, to adopt Resolution 17-32.
(Memorandum 17-176)

RESOLUTION 17-32
Special Events Parking Request

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

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

WHEREAS, the Harvest Halloween committee has made a request to enact this no parking zone from Friday, October, 27, 2017 beginning at 5:30 pm through Sunday, October, 29, 2017 at noon

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on the block of Walnut from 2nd Street to 4th Street starting at 5:30 pm on Friday, October 27, 2017 through Sunday, October 29, 2017 at noon.

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

Action 17-239

Commissioner Carda introduced and Mayor Hoffner read the title of Ordinance No. 1000, ADOPTION OF THE 2015 INTERNATIONAL FIRE CODE, and set the date for the second reading and public hearing as August 28, 2017.

Action 17-240

Moved by Commissioner Miner, seconded by Commissioner Ferdig, to adjourn into Executive Session at 7:27 p.m. to discuss legal, personnel and contractual 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 Hoffner.

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

Action 17-241

Moved by Commissioner Johnson, seconded by Commissioner Carda, to adjourn at 7:56 p.m.

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

Jake Hoffner
Mayor

ATTEST:

Al Viereck
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
CITY COMMISSION BUDGET WORK SESSION, 5:30 P.M.
MEETING ROOM B, CITY HALL
AUGUST 8, 2017**

Budget Work Session of the Board of City Commissioners of the City of Yankton was called to order by Mayor Hoffner.

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

City Manager Nelson presented proposed 2018 Capital Improvement Projects and the proposed 2018 City Budget for review.

City Attorney Den Herder arrived at 6:22 p.m.

No action was taken.

Action 17-225

Moved by Commissioner Knoff, seconded by Commissioner Gross, to adjourn at 6:45 p.m.

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

Motion adopted.

Jake Hoffner
Mayor

ATTEST:

Al Viereck
Finance Officer



OFFICE OF THE CITY MANAGER

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Commission Information Memorandum

The Yankton City Commission meeting on Monday, August 28, 2017, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Parks and Recreation Department Update

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

2) Human Resources Department Update

We have started advertising to fill the vacant Community and Economic Development Assistant position. This position has been vacant since April because of the promotion of Lisa Utech to Accounting Clerk in the Finance Office. Application deadline is September 8.

Brooke Kenney will be the new Crossing Guard at Stewart School starting August 21. She went through training before Peggy Hanneman left this position.

3) Community Development Update

Joe Morrow, Building Official, has successfully completed the requirements to renew his Association of State Floodplain Manager Certification. The ASFPM grants certification to those who complete a comprehensive examination on programs and standards that help reduce flood losses through the management of floodplains. Goals of the ASFPM and the Certified Floodplain Managers Program include providing incentives to improve knowledge of floodplain management, promote partnerships among the state's floodplain managers and to manage the community's floodplains in a manner that will keep flood insurance premiums at their lowest rates.

4) Finance Department Update

The City's interest bearing checking account has seen modest but encouraging increases to interest rates over the past several years. The July 2017 interest rate was at 1.48% compared to .72% the same month a year ago. The cumulative interest earned through July 31 is at \$191,689 which well exceeds 2016's total interest revenue of \$178,530. For additional comparisons, the following interest was earned for the preceding years as noted: 2015 - \$81,493; 2014 - \$54,425; 2013 - \$50,100.

Please see the enclosed Monthly Finance Report for August 2017.

5) Fire Department Update

Chief Kurtenbach participated in the South Dakota Municipal League Public Health, Safety and Welfare Policy Committee meeting on August 16.

Chief Kurtenbach and Deputy Chief Nickles participated in a tabletop active shooter exercise in preparation for a full-scale exercise to be held later this fall.

The Yankton Fire Department welcomes Cole Blom, Sam Harris, Adam King, Levi Rohde and Brook Woehl to its volunteer membership. These new firefighters will begin duties on August 28, 2017. We thank them for their commitment to community service.

The Yankton Fire Department participated in SAPA Safety Days on Thursday, August 24 at the NFAA. Participants were trained in fire extinguisher use utilizing the Department's trainer.

The Yankton Fire Department participated in the Yankton Area Domestic Violence Center's Walk-a-Mile event on August 26 at Memorial Park. This has become an annual event for our membership in support of this cause.

6) Police Department Update

Lt. Burgeson is working on the finishing touches to the Yankton Police Department Range. This is expected to be finished on August 23, 2017.

Lt. Brandt will be participating in the 10th Annual Walk a Mile in her shoes at Memorial Park on August 26, 2017.

On August 26, 2017, the Police Department will be participating in a Family Fun Day event at Memorial Park.

The Yankton Police Department will be assisting with the Sertoma Club Triathlon that will be coming into town on 8th Street and leaving across the Discovery Bridge on August 26, 2017. Officers will assist bikes in getting through intersection at 4th and Broadway and 8th and Summit.

7) Public Works Department Update

The Street Department has been preparing streets for chip sealing. Weather permitting, chip sealing is anticipated to begin August 28.

With the recent rains, the construction schedule on the Highway 50 project has again been affected. Approach pavement, the sleep slab installation and various other components of the bridge construction have been delayed because of the weather. Although not ideal, D&G Concrete has discussed paving smaller sections as soon as they are ready. This would start after Labor Day.

Feimer Construction has started the reconstruction of Maple Street from 4th Street to 6th Street. Their plan is to install utilities and prepare the road for paving on the north block prior to removing the pavement on the south block.

Construction on the 2nd Street Traffic Calmer project has resumed. The engineering staff has been coordinating the work with the contractor so that no intersections are tore up during community events. The Cedar Street intersection was completed prior to Riverboat Days. The removal of Douglas Avenue started the Monday after Riverboat Days, with the expectation that the intersection is done before Fireball Run. The Capital Street intersection is scheduled to start after the Fireball Run event.

An open house for the 8th Street project from Summit Street to Linn Street was held on August 15, at Fire Station #2. Representatives from Stockwell Engineering and the City of Yankton, were there to provide an overview of the project and address any questions. Those in attendance not only had an opportunity to voice their concerns at the open house, but were given comment cards to take home. Stockwell Engineering will be collecting all the comments and providing them to the City.

8) Library Update

August is typically a quieter month at the library as school starts again and we focus on planning for fall. Despite this, we've added a few things this month that we haven't done in the past.

We partnered with Brittany LaCroix and the Parks Department on the Total-ish Solar Eclipse Viewing Party at the Meridian Bridge on August 21, 2017. While we didn't get lucky enough to have a clear viewing day, we still had a good turnout of a few hundred people. A physics professor from USD came and gave a short presentation, Rebecca Johnson led a yoga class, music was playing, and a food truck was available. In advance of the event, we handed out 400 pairs of glasses at the library. Those glasses were limited to 2 per adult and we ran out in 7 hours! We also handed out 350 more pairs at the event, which also went quickly, but people were good about sharing. Brittany and Amanda packed up just before the rains started, so we were lucky on that front too!

We also take a break from Story Time in August. This break is critical to give our Youth Services Librarian time to take a break and plan future story times. However, we still wanted to give families a place to come during the day, so we've hosted "Sensory Free Play" from 10:30 – 11:30 on Tuesdays, Wednesdays, and Thursdays in August. This is very little work on our part, keeps people in the habit of coming to the library, and gives kids an important learning activity to take part in! I've been very happy with the success of this program and plan to continue it during our other yearly Story Time breaks.

9) Environmental Services Department Update

During the excavation for the Water Treatment Plant project some contaminated material was discovered. At this time we believe it is a byproduct of a coal gasification facility that was once located in the area. We have been instructed by the South Dakota Department of Environment and Natural Resources to dispose of any of the contaminated soil at an approved site. The contractor is currently hauling the material to the Vermillion landfill. Water samples from the dewatering wells were also tested and determined to be above the allowable limits to be discharged to the Missouri River. The discharge from the dewatering wells is currently being disposed of at the City Wastewater Treatment facility as instructed by the SD DENR. Additional temporary piping may be needed on Douglas Street to accommodate additional dewater. This could result in additional closures on Douglas Street north of Levee approximately a half block.

The lift Station project has not been finalized. The contractor, Gridor Construction has not completed the punch list items within contract specification. The contractor is installing the force main on Highway 50 project.

10) Information Services Update

IT staff is working on the replacement of the main server at City Hall and desktop computers at both City Hall and Police. The old machines will be rotated to library and other areas in the City. Desktops are typically replaced in these areas every 3-5 years

11) Monthly reports

Fox Run Golf Course and Joint Powers Solid Waste monthly reports are included for your review. Minutes from the Planning Commission, 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 August information:

Fitness Classes-	
Early Bird Boot Camp class	40 participants
Power Abs	62 participants
Prime Time Senior class	40 participants
Tabata class	73 participants
Water aerobics	233 participants
Work-Out Express class	95 participants
Yoga classes	73 participants
Zumba class	22 participants

Rentals-	
o Birthday rentals-	1 parties
o SAC courts-	0 hours
o Theater-	0 hours
o Meeting rooms-	12 hours
o City Hall courts-	6 hours
o Capital Building-	2 dates
o Riverside shelters-	8 rentals
o Memorial shelters-	2 rentals
o Westside shelter-	1 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	1 rental

SAC members-	1,976 people
SAC memberships-	894
SAC attendance-	2,315 visits
New members-	37 people

The Yankton Summer Pool Pass is valid from May 1 to August 31 and can be used at the SAC Open Swims.

Summer Special on Memberships at the SAC through August 31. 10% off Quarterly and 15% off Annual Memberships.

Monday, August 1- Great Day of Play at Memorial Pool. Free Swim. 218 participants.

Friday, August 4- Yankton Recreation Duathlon. Free event. 9 participants.

August 5 & 6- Coed Adult Softball end-of-season tournament. 26 teams participated.

Friday, August 11- Late Night for Teens at Memorial Pool. 50 participants.

August 13- Memorial Pool Family Night – Back to School Round-Up. Free admission with donated school supplies.

Brittany LaCroix has been working with Fireball Run for event logistics.

Brittany LaCroix has been meeting with Mollie Grey, part-time downtown coordinator, in regards to Downtown Events for the fall 2017 season.

Music at the Meridian concert series has ended. A good crowd was on hand for the final concert on Thursday, August 17. The Meridian Mural has been well received by the community also.

Todd, Brittany Orr, and Sonya Wattier have been attending the Dive in Yankton meetings to stay informed of the process for gathering public input on Memorial Pool.

Todd has been attending the Design South Dakota meetings for downtown improvements.

PARKS

All but one of the Parks summer staff have left our employment so the regular crew is working to keep up with the demands of the system in the fall.

The Yankton Ice Association has worked to remove the top sod and dirt at the outdoor ice arena in Sertoma Park. This winter, they plan to place down a liner in the arena to help with flooding and having a system in place that won't allow the water to soak down into the dirt. The Boy Scouts are going to paint the boards around the arena also.

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

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

The parks staff will move bleachers, benches, goals, trash cans, and other items in the coming weeks for the youth softball, youth soccer, and youth football events which will be taking place in Yankton in August and September.

FOX RUN GOLF COURSE

The 2017 event calendar is Available at www.cityofyankton.org. Go to the Fox Run Golf Course section and either use the calendar in the upper right-hand corner or click on the Calendar link on the left side.

FINANCE MONTHLY REPORT

Activity	JULY 2017	JULY 2016	JULY 2017 YTD	JULY 2016 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	106,250	99,943	385,897	368,344
Water Billed	\$744,707.42	\$672,550.23	\$3,185,960.86	\$2,883,442.87
Basic Water Fee/Rate per 1000 gal.	\$18.81/\$5.39	\$15.91/\$5.23		
Number of Accounts Billed	5,482	5,442	37,011	36,640
Number of Bills Mailed	5,482	5,114	37,011	36,640
Total Meters Read	5,646	5,582	39,409	38,960
Meter Changes/pulled	2	3	22	27
Total Days Meter Reading	1	1	7	7
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	2	0	2	1
Sewer				
Sewer Billed	\$327,936.97	\$297,867.63	\$2,036,357.27	\$1,927,960.81
Basic Sewer Fee/Rate per 1000 gal.	\$9.23/\$5.59	\$8.79/\$5.32		
Solid Waste				
Solid Waste Billed	\$96,113.70	\$81,118.24	\$667,917.39	\$561,990.58
Basic Solid Waste Fee	\$20.18	\$17.13		
Total Utility Billing:	\$1,168,758.09	\$1,051,536.10	\$5,890,235.52	\$5,373,394.26
Adjustment Total:	(\$995.30)	(\$1,434.04)	(\$5,521.33)	(\$9,443.11)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	(\$835.30)	(\$1,274.04)	(\$4,451.33)	(\$7,913.11)
Penalty Adjustments OFF	(\$170.00)	(\$170.00)	(\$1,100.00)	(\$1,590.00)
Penalty Adjustments ON	\$10.00	\$10.00	\$30.00	\$60.00
New Accounts/Connects	113	183	653	631
Accounts Finaled/Disconnects	64	71	418	408
New Accounts Set up	8	4	44	27
Delinquent Notices	399	374	2,539	2,688
Doorknockers	112	111	925	920
Delinquent Call List	75	90	556	654
Notice of Termination Letters	9	14	81	80
Shut-off for Non-payment	6	6	39	41
Delinquent Notice Penalties	\$3,990.00	\$3,740.00	\$25,390.00	\$26,880.00
Doorknocker Penalties	\$1,120.00	\$1,110.00	\$9,250.00	\$9,200.00
Other Office Functions:				
Interest Income	\$32,335.54	\$15,309.09	\$191,689.47	\$93,766.73
Interest Rate-Checking Account	1.48%	0.72%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	220	228		
Payments Issued to Vendors	\$ 2,427,492.74	\$ 2,030,623.08	\$ 13,305,044.36	\$ 13,596,661.52
# of Employees on Payroll	287	281		
Monthly Payroll*	\$ 466,872.91	\$ 690,561.89	\$ 3,234,711.66	\$ 3,131,560.47

*Note: July 2016 had 3 payperiods

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

Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2017 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$639,159.72	\$465,065.16	\$1,104,224.88	\$1,084,431.25	\$1,859,025.00
<i>Expenses:</i>					
Personal Services	163,305.27	193,633.55	356,938.82	371,781.08	637,339.00
Operating Expenses	118,171.34	221,778.47	339,949.81	440,543.25	755,217.00
Depreciation (est)	78,989.33	155,946.31	234,935.64	246,015.58	421,741.00
Trench Depletion	0.00	85,708.37	85,708.37	91,729.17	157,250.00
Closure/Postclosure Resrv	0.00	4,909.22	4,909.22	4,987.50	8,550.00
Amortization of Permit	0.00	643.11	643.11	653.33	1,120.00
<i>Total Operating Expenses</i>	360,465.94	662,619.03	1,023,084.97	1,155,709.92	1,981,217.00
<i>Non Operating Expense-Interest</i>	0.00	24,423.42	24,423.42	66,033.33	113,200.00
<i>Landfill Operating Income</i>	278,693.78	(221,977.29)	56,716.49	(137,312.00)	(235,392.00)
Joint Recycling Center					
<i>Total Revenue</i>	64,460.75	99,801.44	164,262.19	133,627.08	229,075.00
<i>Expenses:</i>					
Personal Services	7,272.55	114,007.69	121,280.24	123,859.17	212,330.00
Operating Expenses	5,989.12	35,807.03	41,796.15	69,788.25	119,637.00
Depreciation (est)	23,473.80	22,494.81	45,968.61	45,995.83	78,850.00
<i>Total Operating Expenses</i>	36,735.47	172,309.53	209,045.00	239,643.25	410,817.00
<i>Non Operating Expense-Interest</i>	5,155.15	0.00	5,155.15	0.00	0.00
<i>Recycling Operating Income</i>	22,570.13	(72,508.09)	(49,937.96)	(106,016.17)	(181,742.00)
<i>Total Operating Income</i>	\$301,263.91	(\$294,485.38)	\$6,778.53	(\$243,328.17)	(\$417,134.00)
Tonage in Trench:	<u>7/31/2016</u>	<u>7/31/2017</u>			
Asbestos	77.61	35.01	35.01	26.25	45.00
Centerville	158.36	135.53	135.53	154.58	265.00
Beresford	740.90	754.61	754.61	364.58	625.00
Clay County Garbage	7,499.37	7,596.50	7,596.50	7,700.00	13,200.00
Elk Point	596.41	602.65	602.65	595.00	1,020.00
Yankton County Garbage	13,028.70	13,190.40	13,190.40	12,716.67	21,800.00
<i>Total Tonage in Trench</i>	22,101.35	22,314.70	22,314.70	21,557.08	36,955.00
Operating Cost per ton			\$45.85	\$56.67	\$56.67

This report is based on the following:

Revenue accrual thru July 31, 2017

Expenses cash thru July 31, 2017 with August's Bills

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

Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 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	301,263.91	(294,485.38)	6,778.53	(243,328.17)	(417,134.00)
Depreciation	102,463.13	178,441.12	280,904.25	292,011.42	500,591.00
Trench Depletion	0.00	85,708.37	85,708.37	91,729.17	157,250.00
Amortization of Permit	0.00	643.11	643.11	653.33	1,120.00
<i>Non Operating Revenue:</i>					
Grant	290,799.05	0.00	290,799.05	0.00	0.00
Loan Proceeds	436,198.58	0.00	436,198.58	0.00	0.00
Contributed Capital	0.00	0.00	0.00	4,666.67	8,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	125.00	64,022.00	64,147.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	1,297.73	3,240.81	4,538.54	2,625.00	4,500.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(314,294.24)	314,294.24	0.00	17,290.00	29,640.00
Joint Recycling Center	(21,676.69)	21,676.69	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>1,189,103.47</u>	<u>961,124.96</u>	<u>2,150,228.43</u>	<u>1,146,158.42</u>	<u>1,264,478.00</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	66,336.96	0.00	66,336.96	377,416.67	647,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	4,909.22	4,909.22	4,987.50	8,550.00
<i>Joint Recycling Center</i>					
Equipment	4,821.36	0.00	4,821.36	49,875.00	85,500.00
<i>Payment Principal</i>	9,272.19	60,073.82	69,346.01	99,553.42	170,663.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>80,430.51</u>	<u>64,983.04</u>	<u>145,413.55</u>	<u>531,832.58</u>	<u>911,713.00</u>
<i>Ending Balance</i>	<u>\$1,108,672.96</u>	<u>\$896,141.92</u>	<u>\$2,004,814.88</u>	<u>\$614,325.83</u>	<u>\$352,765.00</u>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2017 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$2,275.39	\$2,275.39	\$3,791.67	\$6,500.00
Elk Point	0.00	28,023.46	28,023.46	29,750.00	\$51,000.00
Centerville	0.00	6,302.27	6,302.27	8,750.00	15,000.00
Beresford	0.00	35,091.05	35,091.05	37,975.00	65,100.00
Clay County Garbage	0.00	373,104.27	373,104.27	393,750.00	675,000.00
Compost-Yd Waste-Wood	0.00	3,776.88	3,776.88	1,458.33	2,500.00
Contaminated Soil	0.00	9,747.02	9,747.02	875.00	1,500.00
White Goods	0.00	3,393.26	3,393.26	2,625.00	4,500.00
Tires	0.00	2,677.41	2,677.41	875.00	1,500.00
Electronics	0.00	3,028.91	3,028.91	583.33	1,000.00
Other Revenue	3,579.07	24,913.11	28,492.18	2,975.00	5,100.00
Less Recycling Tipping Fee	(39,075.12)	(27,267.87)	(66,342.99)	(69,810.42)	(119,675.00)
Cash long	159.37	0.00	159.37	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	20,515.11	0.00	20,515.11	30,333.33	52,000.00
Transfer Fees	650,517.05	0.00	650,517.05	640,500.00	1,098,000.00
Other Operational - Solid Waste	3,464.24	0.00	3,464.24	0.00	0.00
Total Revenue	639,159.72	465,065.16	1,104,224.88	1,084,431.25	1,859,025.00
<i>Expenses: (cash)</i>					
Personal Services	163,305.27	193,633.55	356,938.82	371,781.08	637,339.00
Insurance	14,018.16	2,626.07	16,644.23	15,780.33	27,052.00
Professional Service/Fees	3,159.77	56,209.06	59,368.83	39,083.33	67,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	0.00	0.00
State Fees	0.00	22,314.70	22,314.70	22,706.25	38,925.00
Professional - Legal/Audit	3,701.10	0.00	3,701.10	729.17	1,250.00
Publishing & Advertising	630.85	1,264.37	1,895.22	758.33	1,300.00
Rental	0.00	0.00	0.00	291.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	4,606.62	18,877.61	23,484.23	32,666.67	56,000.00
Motor vehicle repair	11.20	590.47	601.67	13,416.67	23,000.00
Vehicle fuel & maintenance	64,525.41	20,213.73	84,739.14	136,500.00	234,000.00
Equip, Mat'l & Labor	11,757.66	0.00	11,757.66	7,000.00	12,000.00
Building repair	132.40	5,245.77	5,378.17	14,291.67	24,500.00
Facility repair & maintenance	0.00	10,703.14	10,703.14	20,416.67	35,000.00
Postage	313.03	28.09	341.12	437.50	750.00
Office supplies	1,196.79	880.00	2,076.79	1,866.67	3,200.00
Copy supplies	134.60	5.64	140.24	175.00	300.00
Uniforms	36.11	2,460.10	2,496.21	2,741.67	4,700.00
Small Tools & Hardware	0.00	0.00	0.00	145.83	250.00
Travel & Training	0.00	1,994.67	1,994.67	2,625.00	4,500.00
Operating supply	1,363.76	62,409.26	63,773.02	89,016.67	152,600.00
Electricity	4,871.96	10,434.70	15,306.66	16,450.00	28,200.00
Heating Fuel - Gas	5,484.28	4,324.20	9,808.48	18,666.67	32,000.00
Water	988.89	272.00	1,260.89	1,750.00	3,000.00
WW service	470.21	0.00	470.21	991.67	1,700.00
Landfill	141.26	0.00	141.26	116.67	200.00
Telephone	627.28	924.89	1,552.17	1,919.17	3,290.00
Depreciation (est)	78,989.33	155,946.31	234,935.64	246,015.58	421,741.00
Trench Depletion		85,708.37	85,708.37	91,729.17	157,250.00
Closure/Postclosure Resrv		4,909.22	4,909.22	4,987.50	8,550.00
Amortization of Permit		643.11	643.11	653.33	1,120.00
Total Op Expenses	360,465.94	662,619.03	1,023,084.97	1,155,709.92	1,981,217.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2017 Budget
<i>Non Operating Expense-Interest</i>	0.00	24,423.42	24,423.42	66,033.33	113,200.00
<i>Operating Income (Loss)</i>	\$278,693.78	(\$221,977.29)	\$56,716.49	(\$137,312.00)	(\$235,392.00)
<i>Capital:</i>					
Capital Outlay	\$66,336.96	\$0.00	\$66,336.96	\$377,416.67	\$647,000.00
Landfill Development	0.00	0.00	0.00	75,833.33	\$130,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$66,336.96	\$0.00	\$66,336.96	\$453,250.00	\$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>	(\$314,294.24)	\$314,294.24	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		35.01	35.01	26.25	45.00
Beresford		754.61	754.61	364.58	625.00
Centerville Garbage		135.53	135.53	154.58	265.00
Clay County Garbage		7,596.50	7,596.50	7,700.00	13,200.00
Elk Point		602.65	602.65	595.00	1,020.00
Yankton County Garbage		13,190.40	13,190.40	12,716.67	21,800.00
<i>Total Tonage in Trench</i>		22,314.70	22,314.70	21,557.08	36,955.00
Operating Cost per ton			\$45.85	\$56.67	\$56.67

Joint Recycling Center	Yankton	Vermillion	Total	7 Month	Legal
Description	Transfer	Center	Joint	Budget	2017 Budget
<i>Revenue:</i>					
Tipping Fees	\$39,075.12	27,267.87	\$66,342.99	69,810.42	\$119,675.00
Magazines	0.00	2,112.80	2,112.80	1,283.33	2,200.00
Metal/Tin	3,708.94	(9.00)	3,699.94	3,616.67	6,200.00
Plastic	0.00	12,917.75	12,917.75	11,666.67	20,000.00
Aluminum	3,288.48	8,922.50	12,210.98	14,583.33	25,000.00
Newsprint	6,198.50	6,374.25	12,572.75	6,416.67	11,000.00
Cardboard	12,189.71	34,913.63	47,103.34	16,916.67	29,000.00
High Grade Paper	0.00	3,400.70	3,400.70	7,583.33	13,000.00
Other Material	0.00	3,900.94	3,900.94	1,750.00	3,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	64,460.75	99,801.44	164,262.19	133,627.08	229,075.00
<i>Expenses:</i>					
Personal Services	7,272.55	114,007.69	121,280.24	123,859.17	212,330.00
Insurance	222.88	2,283.22	2,506.10	1,334.08	2,287.00
Professional Service/Fees	0.00	7.08	7.08	11,666.67	20,000.00
Hazardous Waste Collection	0.00	977.48	977.48	19,250.00	33,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	569.99	569.99	1,458.33	2,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	4,973.69	4,973.69	6,270.83	10,750.00
Vehicle repair & maintenance	0.00	10.40	10.40	583.33	1,000.00
Vehicle fuel	21.48	1,835.68	1,857.16	3,500.00	6,000.00
Building repair & maintenance	0.00	1,593.01	1,593.01	2,041.67	3,500.00
Postage	0.00	3.55	3.55	379.17	650.00
Freight	0.00	1,260.00	1,260.00	1,166.67	2,000.00
Office supplies	0.00	553.97	553.97	583.33	1,000.00
Uniforms	0.00	246.72	246.72	437.50	750.00
Materials Purchases	0.00	3,674.25	3,674.25	3,500.00	6,000.00
Travel & Training	0.00	1,463.40	1,463.40	1,166.67	2,000.00
Operating Supplies	0.00	3,570.30	3,570.30	7,000.00	12,000.00
Copy Supply	0.00	5.64	5.64	204.17	350.00
Electricity	0.00	3,403.72	3,403.72	3,791.67	6,500.00
Heating Fuel-Gas	0.00	1,849.18	1,849.18	2,916.67	5,000.00
Water	0.00	330.43	330.43	350.00	600.00
WW service	0.00	766.54	766.54	933.33	1,600.00
Telephone	0.00	467.04	467.04	495.83	850.00
Revenue Sharing	0.00	5,961.74	5,961.74	758.33	1,300.00
Transportation to Vermillion	1,440.00	0.00	1,440.00	0.00	0.00
Processing Recyclables	4,304.76	0.00	4,304.76	0.00	0.00
Depreciation (est)	23,473.80	22,494.81	45,968.61	45,995.83	78,850.00
Total Op Expenses	36,735.47	172,309.53	209,045.00	239,643.25	410,817.00
<i>Non Operating Expense-Interest</i>	5,155.15	0.00	5,155.15	0.00	0.00
Operating Income (Loss)	\$22,570.13	(\$72,508.09)	(\$49,937.96)	(\$106,016.17)	(\$181,742.00)
Capital Outlay	\$4,821.36	\$0.00	\$4,821.36	\$49,875.00	\$85,500.00
Grant Reimbursement/Donations	\$290,799.05	\$0.00	\$290,799.05	\$0.00	\$0.00
Cash Flow Transfer	(\$21,676.69)	\$21,676.69	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru July 31, 2017

Expenses cash thru July 31, 2017 with August'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)
March	43,325.75	(34,328.71)	8,997.04	2,916.13	46.08	4,273.36	(15,355.13)	(11,081.77)	47,599.11	(49,683.84)	(2,084.73)
Subtotal	79,000.51	(109,052.98)	(30,052.47)	7,845.48	50.76	7,487.70	(31,141.26)	(23,653.56)	86,488.21	(140,194.24)	(53,706.03)
April	57,164.88	(22,301.86)	34,863.02	3,465.46	38.90	4,696.16	(14,449.49)	(9,753.33)	61,861.04	(36,751.35)	25,109.69
Subtotal	136,165.39	(131,354.84)	4,810.55	11,310.94	47.13	12,183.86	(45,590.75)	(33,406.89)	148,349.25	(176,945.59)	(28,596.34)
May	38,625.34	(46,233.98)	(7,608.64)	3,805.87	48.95	8,811.14	1,608.78	10,419.92	47,436.48	(44,625.20)	2,811.28
Subtotal	174,790.73	(177,588.82)	(2,798.09)	15,116.81	47.58	20,995.00	(43,981.97)	(22,986.97)	195,785.73	(221,570.79)	(25,785.06)
June	55,109.62	(10,501.89)	44,607.73	3,886.42	42.86	3,495.32	(15,656.08)	(12,160.76)	58,604.94	(26,157.97)	32,446.97
Subtotal	229,900.35	(188,090.71)	41,809.64	19,003.23	46.62	24,490.32	(59,638.05)	(35,147.73)	254,390.67	(247,728.76)	6,661.91
July	48,793.43	(9,463.16)	39,330.27	3,311.47	41.43	3,234.96	(12,870.04)	(9,635.08)	52,028.39	(22,333.20)	29,695.19
Subtotal	278,693.78	(197,553.87)	81,139.91	22,314.70	45.85	27,725.28	(72,508.09)	(44,782.81)	306,419.06	(270,061.96)	36,357.10

8/1/2017

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
March 2017	237.30	616.06	434.47	12.48	0.00	63.43	11.30	1,137.74	417.16	1,792.20	4.11
April 2017	227.30	591.85	486.98	0.00	0.00	64.29	13.47	1,156.59	771.69	2,155.58	3.02
May 2017	252.91	693.56	536.92	0.00	0.00	75.06	7.97	1,313.51	465.54	2,031.96	
June 2017	239.77	701.18	649.20	0.00	0.00	85.82	18.33	1,454.53	483.34	2,177.64	
July 2017	235.82	669.19	465.38	0.00	0.00	84.20	12.77	1,231.54	509.76	1,977.12	
2017 Total	1,623.18	4,258.96	3,277.05	76.69	0.00	497.36	82.55	8,192.61	3,209.25	13,025.04	16.44

Total Tons	1,977.12
X \$3	3.00
Recycling Fee	<u>5,931.36</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	316.13	155.75	22.24	40.08	84.49	273.44	20.76	115.42	94.13	1122.44	
	April	361.91	169.26	68.17	39.01	82.11	329.14	19.47	108.48	141.21	1318.76	
	May	471.00	202.68	16.70	55.62	103.79	420.43	18.53	115.94	282.99	1687.68	
	June	378.01	171.68	31.23	36.27	87.48	358.13	18.51	120.53	475.24	1677.08	
	July	370.48	175.21	16.86	33.53	79.20	361.38	19.37	120.85	201.90	1378.78	
	Aug											0.00
	Sept											0.00
	Oct											0.00
	Nov											0.00
	Dec											0.00
			----- 2410.74 =====	----- 1135.59 =====	----- 192.00 =====	----- 274.45 =====	----- 602.65 =====	----- 2304.66 =====	----- 135.53 =====	----- 754.64 =====	----- 1314.04 =====	----- 9124.30 =====
	2016	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2016 Tons	
\$46.50 PER TON	Jan	254.19	90.52	74.58	37.07	72.35	229.36	20.45	90.07	106.39	974.98	
	Feb	286.52	110.84	33.01	39.74	78.20	244.08	20.34	98.28	418.45	1329.46	
	Mar	329.04	119.55	44.85	40.83	92.35	284.77	22.63	112.78	281.11	1327.91	
	April	359.13	101.87	30.15	39.65	78.99	252.37	22.60	110.47	148.03	1143.26	
	May	470.23	143.70	30.02	50.45	97.90	317.70	28.89	117.59	250.68	1507.16	
	June	427.34	131.28	35.25	39.13	92.12	321.69	17.24	116.78	448.17	1629.00	
	July	346.13	116.62	24.88	34.87	84.50	256.11	18.72	94.93	184.12	1160.88	
	Aug	418.26	144.99	22.06	45.26	99.45	375.91	22.71	130.37	245.67	1504.68	
	Sept	462.15	133.62	41.11	39.52	86.96	286.57	25.47	107.48	227.56	1410.44	
	Oct	382.48	143.09	29.91	41.08	88.53	291.09	22.05	118.45	208.17	1324.85	
	Nov	326.87	130.81	18.07	38.69	93.02	302.84	23.34	105.00	153.43	1192.07	
	Dec	292.39	120.29	21.25	36.94	82.65	210.17	20.89	96.12	133.56	1014.26	
			----- 4354.73 =====	----- 1487.18 =====	----- 405.14 =====	----- 483.23 =====	----- 1047.02 =====	----- 3372.66 =====	----- 265.33 =====	----- 1298.32 =====	----- 2805.34 =====	----- 15518.95 =====

08/08/17

Fox Run Golf Course
Statement of Revenues & Expenses

	01Jul2017 31Jul2017	01Jul2016 31Jul2016	01Jan2017 31Jul2017	01Jan2016 31Jul2016	Legal Budget
Direct Revenues:					
Concessions	31,211.97	24,306.05	97,234.52	84,855.12	155,880.00
Pro Shop	10,920.14	8,801.77	43,572.78	41,307.88	57,800.00
Course	41,827.77	39,129.85	363,748.40	375,618.68	469,500.00
	-----	-----	-----	-----	-----
Total Direct Revenues	83,959.88	72,237.67	504,555.70	501,781.68	683,180.00
Direct Expenses:					
Concessions	9,779.34	11,314.67	33,055.25	27,720.74	68,600.00
Pro Shop	15,277.34	3,739.49	53,038.86	63,716.98	38,000.00
Course	2,421.10	6,745.00	30,985.91	34,476.81	37,300.00
	-----	-----	-----	-----	-----
Total Direct Expenses	27,477.78	21,799.16	117,080.02	125,914.53	143,900.00
Add Beginning Inventory					
Less Ending Inventory					
Net Direct Income (Loss)					
Indirect Revenues -	.12	(42.63)	(2.79)	(26.20)	600.00
Indirect Expenses:					
Personal Services	50,211.51	68,861.74	233,369.62	236,521.36	458,507.00
Insurance			5,392.55	6,071.57	6,405.00
Professional Services	2,497.57	1,502.12	15,521.05	10,828.22	22,400.00
Advertising	1,935.33	2,702.50	5,618.01	9,930.95	8,500.00
Repair & Maintenance	5,892.30	8,432.07	30,467.57	25,126.02	52,500.00
Supplies & Materials	9,623.39	11,397.12	31,514.20	35,834.52	60,250.00
Travel, Conference & Dues		1,058.00	1,370.56	2,557.70	3,650.00
Utilities	4,004.72	3,583.24	15,373.81	12,022.92	35,900.00
Billing and Administration				67,340.00	
Depreciation	4,218.78	4,218.78	29,531.46	34,990.92	55,745.00
	-----	-----	-----	-----	-----
Total Indirect Expenses	78,383.60	101,755.57	368,158.83	441,224.18	703,857.00
Net Operating Income	(21,901.38)	(51,359.69)	19,314.06	(65,383.23)	(163,977.00)
	=====	=====	=====	=====	=====
Capital Outlay		1,383.43	90,747.98	46,894.57	77,000.00
	=====	=====	=====	=====	=====

Fox Run Golf Course
Statement of Revenues

	01Jul2017 31Jul2017	01Jul2016 31Jul2016	01Jan2017 31Jul2017	01Jan2016 31Jul2016	Legal Budget
Concessions					
CASH Long	143.11	79.71	916.00	557.23	1,000.00
PREPARED FOOD	8,292.92	5,403.92	25,037.63	17,965.16	34,180.00
PRE-PACKAGED FOOD	1,415.26	1,199.18	4,267.29	5,157.15	10,700.00
BEER	17,587.05	13,752.02	55,616.25	47,816.94	85,000.00
BOTTLED POP	3,773.63	3,871.22	11,397.35	13,358.64	25,000.00
MISCELLANEOUS CONCESSIONS					
	-----	-----	-----	-----	-----
Total Concessions	31,211.97	24,306.05	97,234.52	84,855.12	155,880.00
Pro Shop					
GOLF BALLS	2,943.44	2,411.15	9,500.96	10,363.20	14,000.00
GLOVES	918.61	829.28	2,787.77	3,112.53	2,000.00
GOLF CAPS/VISORS	526.18	636.80	2,237.60	3,319.92	1,800.00
MERCHANDISE	3,083.52	1,591.99	9,510.97	6,251.90	12,500.00
MERCHANDISE NON-TAX				156.62	500.00
GOLF EQUIPMENT	2,437.49	1,645.60	13,491.45	12,799.38	12,500.00
MISCELLANEOUS MERCHANDISE				94.34	
CLUB REPAIRS	682.24	1,593.05	4,475.84	5,040.62	11,000.00
LESSONS	328.66	93.90	1,568.19	169.37	3,500.00
	-----	-----	-----	-----	-----
Total Pro Shop	10,920.14	8,801.77	43,572.78	41,307.88	57,800.00
Course					
SIMULATOR	25.24		4,723.53	5,048.50	6,000.00
SIMULATOR NON-TAXABLE				500.00	1,200.00
SEASON PASS	122.43	1,130.86	166,412.41	167,783.90	164,000.00
SEASON PASS NON-TAX				3,446.69	3,500.00
GREEN FEES-WEEKENDS/HOLIDAYS	7,174.19	9,602.75	32,570.48	31,731.38	45,000.00
GRREN FEES NON-TAX			1,982.48	3,410.20	6,500.00
GREEN FEES - WEEKDAYS	14,773.15	10,549.06	35,052.61	36,368.84	80,000.00
GOLF CAR RENTAL	12,081.94	10,982.59	52,201.12	46,650.91	65,000.00
GOLF CAR STORAGE (NON-TAX)			20,413.49	23,581.52	21,600.00
TRAIL FEES	167.45	322.50	23,589.47	27,471.51	29,000.00
PULL CART RENTAL	74.80	67.32	310.42	280.50	300.00
GOLF CLUB RENTAL		372.42		710.42	800.00
DRIVING RANGE	1,788.64	2,213.99	12,226.85	13,174.39	18,000.00
DRIVING RANGE NON-TAX			23.53	539.66	800.00
HANDICAPING	117.35	94.36	8,285.43	7,902.66	8,500.00
LEAGUES					
JUNIOR GOLF PROGRAM	4,452.58	3,794.00	4,452.58	3,794.00	4,000.00
GOLF CART WRAPS	1,050.00		1,500.00	2,700.00	15,300.00
LEAGUE SOFTWARE ADS			4.00		
	-----	-----	-----	-----	-----
Total Course	41,827.77	39,129.85	363,748.40	375,618.68	469,500.00
Total Direct Revenues	83,959.88	72,237.67	504,555.70	501,781.68	683,180.00
	=====	=====	=====	=====	=====

Fox Run Golf Course
Statement of Expenditures

	01Jul2017 31Jul2017	01Jul2016 31Jul2016	01Jan2017 31Jul2017	01Jan2016 31Jul2016	Legal Budget
Concessions					
CASH SHORT	303.49	285.76	713.01	1,479.48	2,500.00
PREPARED FOODS	3,839.83	2,185.01	13,708.52	6,832.35	26,000.00
CANDY	225.00	390.70	1,159.40	1,173.75	4,000.00
BEER	4,510.40	6,466.33	14,043.95	13,636.85	27,000.00
POP	900.62	1,196.68	3,430.37	3,574.08	9,000.00
	-----	-----	-----	-----	-----
Total Concessions	9,779.34	11,314.67	33,055.25	27,720.74	68,600.00
Pro Shop					
GOLF BALLS	3,236.94	1,816.88	6,200.43	24,645.88	10,000.00
GLOVES	230.05		3,008.50	3,056.45	1,000.00
GOLF CAPS/VISORS	788.10	355.57	788.10	2,554.62	1,000.00
MERCHANDISE	10,770.09	1,042.40	21,466.75	11,852.91	10,000.00
GOLF EQUIPMENT	236.16	524.64	20,535.46	18,726.02	10,000.00
TRADE IN GOLF EQUIPMENT					
CLUB REPAIRS	16.00		1,039.62	2,831.61	6,000.00
	-----	-----	-----	-----	-----
Total Pro Shop	15,277.34	3,739.49	53,038.86	63,716.98	38,000.00
Course					
GOLF CAR RENTAL	1,380.00	125.00	25,835.81	24,580.81	26,000.00
REIMBURSEMENT-GOLF SHED RENTAL					
PULL CART RENTAL					
DRIVING RANGE			4,109.00	3,276.00	2,500.00
HANDICAPING		6,620.00		6,620.00	7,800.00
JUNIOR GOLF PROGRAM	1,041.10		1,041.10		1,000.00
GOLF CART WRAPS					
LEAGUE SOFTWARE ADS					
	-----	-----	-----	-----	-----
Total Course	2,421.10	6,745.00	30,985.91	34,476.81	37,300.00
Total Direct Expenditures	27,477.78	21,799.16	117,080.02	125,914.53	143,900.00
	=====	=====	=====	=====	=====

City of Yankton
Airport Advisory Board Meeting Notes for
August 16, 2017

ROLL CALL:

Present – Roger Huntley, George Munn, Jr., Mark Yonke, Dawn Steffes, City Commission Representative Tony Maibaum (via phone) and Jim Cox
Also Present – Dave Mingo, Amy Nelson and Mike Roinstad

Dan Broz is a guest. He currently owns a Grumman Tiger and anticipates buying a Cirrus 22 in the next 18 months. He is interested in hangar space at the airport.

MINUTES – July 19, 2017

MOTION – It was moved by Roger Huntley and seconded by George Munn, Jr. to approve the minutes dated July 19, 2017.

Steve Hamilton arrives at 8:04

Monthly Fuel Report

There were 191 transactions in July for a total of 9,291.50 gallons. Last year during the same month there were 180 transactions for a total of 9,370.70 gallons. Wilson Trailer's plane took on 1,300 gallons at one fill this month.

Chris Nelson arrives at 8:06

Staff Report

Dave Mingo advised that he does not have an update on the apron and hangar relocation project. Still working on EA Report with consulting firm and FAA. Documents go back and forth. And FAA official will show up at Yankton County Historical meeting sometime in the next few months. She will also appear before the SHPPO board also. She wants to make sure that all comments are heard. Jim Cox asked if she has visited the hangar. Dave Mingo advised that not to our knowledge. Jim would like her to go on a tour of hangar facility.

Oshkosh

Mike advised that our promotion ran from July 20th to August 3rd. He had a pin map to identify where people were coming from. Received a post card of thanks from a pilot that attended. Of the 191 fuel transactions for the month, 136 were from that 10 day period. That also included a couple local owners.

Chris Nelson commented that Mike put in a lot of hours, Mike's wife cooked and that he did a good job.

Amy sent the KIT Plane article to the City Commissioners. Jim wanted to make sure that they know what a great job Mike is doing. Mike advised there was a lot of interesting planes here.

Hangar Space

Dave Mingo advised that there is some room in barrel hangar and corporate hangar. There is a potential for 1 or 2 more spaces along the private hanger alignment once the hangar relocation is complete. Dave Mingo asked what if new t-hangar was built. FAA contributed back in 2005 which was a \$365,000 total project cost. If building was built now it wouldn't be in same price area probably somewhere in the \$500,000 range. Currently \$1,555.00 is charged per space in the T-hangar. Pilot contribution was about \$18,000 back in 2005. Because of current projects already in line, this would be about 5-7 years out if we tried to get FAA involved. Mark Yonke thought that there would be more people interested in buying t-hangar space rather than leasing, private ownership. He is going to work with some of the interested parties to see if a private project could be developed.

ADJOURNMENT

MOTION – It was moved to adjourn by Roger Huntley and seconded by Mark Yonke.

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

MOTION – PASSED



The MISSION of the Yankton Department of Parks and Recreation is to enhance the quality-of-life (social, cultural, educational, and physical well-being) for the citizens of Yankton and the surrounding area through responsible, innovative, and cost-effective creation, maintenance, and management of high quality parks, facilities, programs, and community special events.

**MINUTES
FOX RUN GOLF ADVISORY BOARD
Thursday, June 15, 2017**

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

I. ROUTINE BUSINESS

Roll Call:

Present: Terry Carda, Annette Kohoutek, Carll Kretsinger, Steve Sager, Dan Kramer, Jim Miner, Commissioner Stephanie Moser.

Absent: None.

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

Public Appearances: Jim Gevens.

Minutes: June 15, 2017 minutes approved. Kretsinger motioned, Carda second. Motion carried 6-0.

II. NEW BUSINESS

- A. Monthly round report and season pass report from Tom J. and course software. Green fees were up as June was a good month for revenue. July may not be as good due to hot temperatures. July heat is causing less golf rounds.
- B. League updates. Have been using Golf Genius. Has been a struggle with new software, updating and inputting data. It is free through the SDGA. Time consuming with lots of set-up on the front side. Bret Sime and Kellen Moser are working with it. Making any changes and adding data is cumbersome and has to be done in multiple locations. Each week it is used for the \$2 game, weekly flag prizes and this causes issues. Kellen is putting in the results the night of play.
- C. Year-to-Date Financials from City Software. What are people asking for in the pro-shop? Range finders and clubs. Clubs can be special order and delivered in 7 to 10 days. Will keep working to have demo days and fitting days with club reps on-site. With the loyalty program and its 10% discount, it makes Fox Run prices very competitive with Golf Warehouse, Austad's, and Golf Smith on-line. E-Bay prices are hard to match because if it is the current models and priced outrageously low it is either a stolen product or counterfeit product most likely. Tom does let customers know when the product they have ordered has shipped and is expected to arrive at the course. Apparel this year has been name brand, quality product as it appears better and maintains better. Sales have been good for apparel. Staff has worked on

cleaning up signs around the clubhouse. New signs have the new logo on them. Board felt things were looking better in the clubhouse.

- D. New revenue ideas discussion. Request to put on agenda for next month also. Facility rentals for parties in winter. Some ideas include, super bowl parties, weddings, breakfast with British opening, Masters viewing party. Tom has thought about adding a special events liquor license for parties at the clubhouse. Cart wrap ads have been a revenue source in the past. Could add benches and ball washer ads to the mix. Have discussed landscaping on tee boxes with ad signs in landscaping for revenue generation. Weddings on the tee box (issue would be size of the wedding and reception, chairs on the turf, would need to add more folding chairs into inventory). More advertising and promotion of the simulator. Bigger signage on Broadway with course information and simulator information. Comfort station added between 12 & 13 that can sell food and beverage. Update comfort station on #7 also. Advertising to promote lunch menu and draw more crowd to eat. Weekly special to advertise versus daily special. Off-season food and beverage advertising to bring in people during slow times. Great Life update- 321 rounds billed. So far, \$1 in green fees has equated to \$1 in other sales to Great Life users. A lot of the GL players have been walkers. Should we ask for more reimbursement for the nine holes? What can Great Life offer our members? Is Great Life promoting our facility and creating awareness of our course? Is the word getting out about how great our course is? Checking GL users in has been a hassle as Sioux Falls members have a different process than the members who purchase GL through Mitchell or Worthington.
- E. 2017 course events update. Pro-am re-cap. Pro-am went well. Only issue during event was behavior of one pro on the first day. Tom and the committee are looking in to future improvements to the tournament from a revenue aspect. Committee will start meeting soon to plan for next year's event and want to secure more sponsorships.
- F. Course conditions and projects. Weather is the biggest issue because of heat and no moisture. Working to keep grass alive. Puts a lot of pressure on the irrigation system and making sure nothing breaks down with the system. Andre Metzger, one of the professional participants in the Pro-Am stated, "***that outside of Bethpage Black (Host of the US Open) these are the best public greens in the country!!***" That is a strong reflection on Rockie and the maintenance staff at Fox Run. Congratulations Rockie!! Dan Kramer stated that the course is in great shape and Tom is doing a good job with clubhouse operations and treating course patrons well.

III. OTHER BUSINESS

- A. Next Meeting Thursday, August 17, 2017.

IV. ADJOURN

Kretsinger motioned, Carda second. Motion carried 6-0.

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
August 14, 2017

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

ROLL CALL:

Present –Mike Healy, Jon Economy, Marc Mooney, Lynn Peterson, Dr. Scott Shindler, ETJ Member Michael Welch, and Brad Wenande.

Unable to attend: Bruce Viau, Deb Specht, Steve Pier, City Commission Liaison Dave Carda

Co-Chairman Wenande asked for approval of the July 10, 2017, meeting minutes.

17-26 **MINUTES** – July 10, 2017

MOTION – It was moved by Commissioner Shindler and seconded by Commissioner Economy to approve the minutes of the July 10, 2017 meeting.

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

MOTION – PASSED

Co-Chairman Wenande read the public hearing item to consider the formation of a tax incremental district to be located on the following described property:

Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South Dakota. Address 2101 Broadway Ave. Yankton- Omaha Partnership c/o Dial Enterprises, owner.

Dave Mingo advised that this is a draft version of the TID Plan and there may be minor changes between now and when the City Commission sees the document. SDCL allows unit of governments to form TID's. Have been working with Dial over the years to help them. It is very important to note that the proposed district will include a contract guaranteeing that the City and other governmental entities will be held harmless as it relates to TID debt. Two years ago the commission approved a self-assessment district to create some revenue through assessment. That tool has not been able to be used yet. Other tool is tax increment financing. The Mall's property is large enough for the existing uses and possibly the development of two outlots or more. The mall owners currently have a contract for a hotel on one potential outlot. That contract is contingent upon the City approving a TID. Proceeds from any TID approved would go to the mall for façade improvements. None of the proceeds would go

to any hotel developer. Hotel on site is possible. The proposal has a number of safety valves or plans for the City if there is a problem. Purpose of the facade improvements is to attempt to draw more interest and retail activity to the site. Commissioner Schindler inquired about a hotel.

ETJ Member Welch is concerned that this will affect the downtown & mall. Downtown is owned by locals, mall is owned from someone out of state. Mr. Mingo advised that there may be competition between the two, but it is to help all businesses. The downtown is working to improve. There are a number of initiatives they are considering to improve the business climate there. They are even discussing a Business Improvement District. The mall has a substantial piece of property that impacts the community. The hope is for all to succeed.

Commissioner Mooney inquired if this would adversely affect projects coming forward (debt limit). Mr. Mingo advised no, the city has substantial debt capacity remaining. Commissioner Healy asked how committed is the owner, he is not here at the hearing. Mr. Mingo advised that Toby Morris has been working with the owners throughout the process.

Toby Morris of Daugherty & Company has been working on this project for 7 years and has spoken with Dial representatives many times. Toby is representing the project and advising the city so it can keep moving. Toby introduced the hotel developer to the mall people. Toby advised that there are malls that are worse than here. Retail in general is in tough shape. Malls in the state are struggling, Watertown and Pierre are examples.

Co-Chairman Wenande inquired if hotel project contingent on the TIF. Mr. Morris stated that it is. He also asked if Yankton is underserved as far as hotels. Mingo advised that he has heard discussion by the Chamber, Convention and Visitor's Bureau that would indicate that Yankton is unable to host some events because we don't have enough hotel rooms in the community.

Co-Chairman Wenande asked if the \$2 million dollars discretionary, does City have approval. Mr. Morris advised City is in driver's seat and will stay there. The Development Agreement will have the teeth to make sure that the developer does his job.

Commissioner Shindler asked why didn't they do first project they proposed. Mr. Morris advised that it had to do a lot with the leases, such as when Penny's pulled out.

ETJ Member Welch advised that Lewis & Clark Ford did \$1 million renovation. They didn't ask for money, did it all on their own.

Mr. Mingo advised that this goes back to the "but for test". Housing was an easy one to pass. This proposal isn't going anywhere without the TID and the City has no responsibility or risk involved. Significant number of safety nets in

place. Repurposing of the property may need to be done in the future. Something needs to be done and this is the best performance based assistance the city can provide to help the mall owner help themselves.

Co-Chairman Wenande asked if the owner made any effort on attracting tenants. Mr. Morris advised that they have had discussions with many different prospects including retail owners, grocery store, etc. The proposed \$2 million TID would not be used for anything inside? Mr. Mingo advised just the facade.

Commissioner Healy asked if parking lot and inside will have any consideration to fix them. Mr. Mingo advised that this proposal does not create enough increment to address those issues but that if another outlot were to develop, that could generate enough to help with those problems on the site.

Mr. Mingo advised that he receives more calls on parking lot and inside than anything else.

17-27 **MOTION** – It was moved by Commissioner Economy and seconded by Commissioner Shindler to approve the formation of a tax incremental district to be located on the following described property:

Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South Dakota. Address 2101 Broadway Ave. Yankton-Omaha Partnership c/o Dial Enterprises, owner.

That the Naming of the district shall be Yankton Tax Incremental District Number Nine; and

The district boundaries shall be: Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South Dakota. Address 2101 Broadway Ave.

Determination of eligibility by the City's TID #9 advisor; and

A recommendation to approve the Plan.

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

MOTION – PASSED

Co-Chairman Wenande read the action item for a Plat review, Tract A in Lot 1 of W. G. & A. Addition to the City and County of Yankton, South Dakota. Addresses, 2216 Broadway Avenue. Fifth Generation Investments LLC, owner.

Mr. Mingo advised this is the Bomgaars lot, adjacent to Yesterday's Café. Deed restrictions will need to be in place to make sure that one of the two adjacent owners own the property in perpetuity. The proposed plat doesn't create zoning issues. All subdivision ordinance provisions have already been met. Staff recommends approval.

17-28 **MOTION** – It was moved by Commissioner Healy and seconded by Commissioner Peterson to approve the plat of Tract A in Lot 1 of W. G. & A. Addition to the City and County of Yankton, South Dakota. Addresses, 2216 Broadway Avenue. Fifth Generation Investments LLC, owner.

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

MOTION – PASSED

Co-Chairman Wenande read the action item for a Position Statement regarding the possible vacation of the Timberland Drive section line right-of-way between W. 8th Street and w. 11th Street.

Mr. Mingo advised that this is technically a county action item and they have asked for a statement from the city regarding the issue. The County anticipates a petition being filed. This is entirely a county decision, however it is within the city's three mile platting jurisdiction so the county would appreciate input from the city. There has been discussions with City Engineers about growth of the City and the need for the corridor. Came to the clear conclusion that it won't be practical for a road to be there but it is important that an easement be created for utilities like water, sanitary sewer, electrical, natural gas, and telecommunications. Staff recommends that we tell county that OK to vacate, as long as a 20 feet easement be put in place.

Co-Chairman Wenande asked how wide? Mr. Mingo advised it has not been vacated, need to find out what is there and not there. On beacon site, shows 33' being in place. It is in a section line so it should all be there. Co-Chairman Wenande advised that 20 feet is not enough for all of the utilities.

Commissioner Economy asked why do we want to vacate? Mr. Mingo advised that vacating the ROW would provide more developable land for the area property owners. Because of how steep the hill is, there is no purpose for traveling public to be there, it's only use would be for utilities.

Commissioner Healy asked if there has been any feedback from property owners? Mr. Mingo advised that it is not our purpose to see what property owner's thoughts are, that will be part of the county's process if they consider a section line ROW vacation. The two adjacent property owners have mentioned over the years that they would like to see it vacated.

Commissioner Healy asked if this would be used for trails? Mr. Mingo –advised that it won't meet ADA requirements in that area.

17-29 **MOTION** – It was moved by Commissioner Peterson and seconded by Commissioner Economy to recommend a Position Statement by the city that says we do not see a need for a street in the area, but do see a need for an easement of 33 feet at minimum regarding the possible vacation of the Timberland Drive section line right-of-way between W. 8th Street and w. 11th Street.

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

Abstained: Specht

MOTION – PASSED

Building Permit Report Update - Mr. Mingo discussed the valuations are substantially higher than last year. Even if we take out the permit for the water plant. It is amazingly better than we thought it would be. Census information has conflicts because they apply regional modifiers. The drop in the federal prison population affects out census numbers but doesn't really impact our economy

17-30 **ADJOURNMENT**

MOTION – It was moved by Commissioner Peterson and seconded by Commissioner Shindler to adjourn at 6:15 p.m.

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

MOTION – PASSED

Respectfully submitted,

Dave Mingo
Secretary

Publishing Dates: August 17 & August 24, 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 31st day of August, 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 11th day of September, 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 OF BULK DE-ICING SALT FOR THE 2017-2018 SEASON

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

Copies of the specifications may be obtained at the office of the Department of Public Works, Street Division, 700 East Levee Street, Yankton, South Dakota or by phoning (605) 668-5211.

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

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

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

Dated: August 17, 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 Special Events (on-sale) Liquor License for September 12, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Avera Professional Pavilion, 409 Summit, Street, Yankton, SD.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, September 11, 2017, 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 28th day of August, 2017.



Al Viereck
FINANCE OFFICER

____ Voice vote

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 Special Events (on-sale) Liquor License for October 10, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Lewis & Clark Theatre Company, 328 Walnut Street, Yankton, SD.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, September 11, 2017, 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 28th day of August, 2017.



Al Viereck
FINANCE OFFICER

____ Voice vote

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 Special Events (on-sale) Liquor License for November 14, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Broadway Chrysler, 2720 Broadway Avenue, Yankton, SD.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, September 11, 2017, 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 28th day of August, 2017.



Al Viereck
FINANCE OFFICER

____ Voice vote

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 Special Events (on-sale) Liquor License for December 12, 2017 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, First National Bank, 332 Broadway Avenue, Yankton, SD.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, September 11, 2017, 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 28th day of August, 2017.



Al Viereck
FINANCE OFFICER

____ Voice vote

Memorandum #17-183

To: City Manager
From: Finance Officer
Date: August 16, 2017
Subject: Special Events Dance for VFW

We have received the following application for a Special Event Dance License:

VFW

The VFW has applied for a license to hold a street dance on September 30, 2017, 209 Cedar Street including the parking lot and Cedar Street from the North side of the building to 2nd Street, Yankton, S.D.

A license fee of \$5.00 has been paid.



Al Viereck
Finance Officer

____ Voice vote

Memorandum #17-186

To: *City Commission*
From: *Thomas Kurtenbach, Fire Chief*
Date: *August 21, 2017*
Subject: *A Memorandum Approving the Current List of Volunteer Firefighters*

The South Dakota Municipal League suggests that at least once per year the Yankton Fire Department include a list of the volunteer firefighters in the official minutes of the Yankton City Commission. The issue pertains to workers' compensation coverage for volunteers. It is staff's intent to include this annually as a consent agenda item and also add to the list throughout the year for any new additions to the volunteer firefighters.

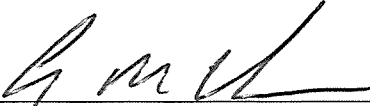
This year the list contains the names of 5 new volunteer firefighters. The Yankton Fire Department welcomes Cole Blom, Sam Harris, Adam King, Levi Rohde and Brook Woehl. We thank them for their commitment to community service.

It is recommended that the City Commission approve the current list of volunteer firefighters (*see attachment*) and include this list in the minutes of the August 28, 2017 City Commission meeting.

Thank you,

Thomas Kurtenbach
Fire Chief

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



Amy Nelson, City Manager

____ Roll call

Yankton Fire Department

Staff List By Name

Status = "AC " a

Name	Staff ID	Rank	Stn	Status	Hire Date
Binde, Brad	41	Firefighter	7-1	Active	12/16/2002
Binder, Tim	BIND01	Firefighter	7-1	Active	05/15/2006
Blom, Cole	BLOM01	Firefighter	7-1	Active	08/29/2017
Cowman, Troy	37	Firefighter	7-1	Active	12/15/1996
Fitzgerald, Mike	FITZ01	Firefighter	7-1	Active	05/15/2006
Flannery, Kirt	4	Captain	7-1	Active	01/16/1989
Frick, Adam	FRIC01	Captain	7-1	Active	05/15/2006
Frick, Brian	5	1st Assistant Chief	7-1	Active	04/21/1984
Frick, Dan	6	Firefighter	7-1	Active	01/16/1989
Frick, Steve	7	Firefighter	7-1	Active	04/21/1984
Frick, Tom	8	Firefighter	7-1	Active	01/16/1989
Gullikson, Mike	10	Firefighter	7-1	Active	01/15/1990
Haas, Andy	HAAS01	Firefighter	7-1	Active	04/05/2010
Haberman, Adam	HABE01	Firefighter	7-1	Active	04/07/2008
Harris, Samual	HARR01	Firefighter	7-1	Active	08/28/2017
Hladky, Richard	27	Firefighter	7-1	Active	08/16/1999
Hofer, Kasey C	HOFE01	Firefighter	7-1	Active	05/27/2014
Holmstrom, Tom	46	Firefighter	7-1	Active	01/19/2005
Johnson, Jody	15	Safety Officer	7-1	Active	08/05/1998
Kaiser, Ryan	KAIS01	Firefighter	7-1	Active	05/15/2006
King, Adam	KING01	Firefighter	7-1	Active	08/28/2017
Kozak, Gary	13	Firefighter	7-1	Active	02/19/2001
Kraft, John	16	Firefighter	7-1	Active	03/19/2001
Kuehler, Dave	31	Firefighter	7-1	Active	12/20/1999
Kuehler, Mark	KUEH01	Firefighter	7-1	Active	04/05/2010
Kurtenbach, Thomas R.	45	Fire Chief	7-1	Active	04/30/2005
Mauch, Mark	MAUC01	Firefighter	7-1	Active	04/07/2008
Miller, Chad	MILL01	Firefighter	7-1	Active	04/05/2010
Moore, Pete	MOOR01	Firefighter	7-1	Active	05/15/2006
Moser, Brad	20	Captain	7-1	Active	05/20/1996
Nickels, Terry	NICK01	Firefighter	7-1	Active	04/04/2011
Nickles, Larry E.	23	Deputy Chief	7-1	Active	12/21/1996
Nickles, Mark	44	Fire Prev. Officer	7-1	Active	01/19/2005
Nighbert, Matt	43	Firefighter	7-1	Active	01/19/2005
Nolz, Pat	24	Firefighter	7-1	Active	01/16/1989
Prendable, Daniel	PREN01	Firefighter	7-1	Active	05/22/2014
Raab, Larry E	25	Firefighter	7-1	Active	08/21/1989
Rohde, Levi	ROHD01	Firefighter	7-1	Active	08/28/2017
Taggart, Bill	TAGE01	Firefighter	7-1	Active	04/07/2008
Turman, Jeff	TURM01	Firefighter	7-1	Active	04/07/2008
Veldhuizen, Rodney	VELD01	Chaplin	7-1	Active	07/17/2006
Villanueva, Mike	VILL01	Volunteer President	7-1	Active	04/04/2011
Walsh, Dave	32	Firefighter	7-1	Active	08/17/1992
Walsh, Jay	33	Firefighter	7-1	Active	07/15/1991

Yankton Fire Department

Staff List By Name

Status = "AC " a

Name	Staff ID	Rank	Stn	Status	Hire Date
Woehl, Brook	WOEH01	Firefighter	7-1	Active	08/28/2017
Woehl, Toby	19	Captain	7-1	Active	08/16/1993
Ziegler, William (Bill)	35	2nd Assistant Chief	7-1	Active	01/18/1993

Total Staff Members Listed: 47

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 Special Events (on-sale) Liquor License for 1 day, October 7, 2017, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), d/b/a Rounding 3rd Bar and Casino, NFAA, 800 Archery Lane, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, September 11, 2017 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 28th August, 2017.



Al Viereck
FINANCE OFFICER

____ Voice vote

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 Special Events Malt Beverage (on-sale) Retailers License for one day, September 28, 2017, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, September 11, 2017, 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 28th day of August, 2017.



Al Viereck
FINANCE OFFICER

Memorandum

To: *Amy Nelson, City Manager*
From: *Bradley Moser, Civil Engineer*
Subject: *Assessment Project to Pave the North-South Alley from 13th Street to 14th Street, between Pearl Street and Picotte Street*
Date: *August 21, 2017*

August 28, 2017 is the date that has been established for a public hearing to consider the creation of an assessment district for paving the north-south alley from 13th Street to 14th Street, between Pearl Street and Picotte Street. As explained in Memorandum #17-175, the paving of this alley is being considered since owners of 100% of the front footage to be assessed have expressed a desire to have the project undertaken. Information has been sent to the owners notifying them of the public hearing along with estimated costs to be levied for the improvements.

As of this date, City staff has not received any comments, for or against, concerning this project.

Copies of Memorandum #17-175, with attachments, and the Resolution of Necessity #17-31 are enclosed for your consideration.

Attachments

_____ Roll call

Memorandum #17-175

To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Establishing a Public Hearing for the Assessment Project to Pave the North-South Alley from 13th Street to 14th Street, between Pearl Street and Picotte Street
Date: August 3, 2017

Attached is the Resolution of Necessity for the City Commission’s consideration that relates to the petitioned improvements for the north-south alley from 13th Street to 14th Street, between Pearl Street and Picotte Street. Also attached is a copy of the estimated cost for each property and the petition signed by the property owners.

Owner signatures on the petition represent 100% of the total front footage along the alley. South Dakota codified law allows local governments to authorize an assessment project if 45% or more of the property owners are in favor of the project. However, the local government is not required to authorize the project even if all of the property owners are requesting the project. Based on the front footage percentage of owners who have signed the petition, it will be within the City Commission’s discretion to authorize or not authorize this project. The decision should be made after the public hearing is held for the project and after a funding mechanism for the project has been determined.

It is requested that the City Commission establish a public hearing on August 28, 2017, to consider Resolution #17-31, the Resolution of Necessity for the alley project. Notices will be sent to the property owners along the alley who would be assessed for this project. Procedural requirements will be followed if the City Commission acts to establish the public hearing to consider Resolution #17-31.

Respectfully submitted,



Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission establish a public hearing on August 28, 2017, to consider Resolution #17-31, the Resolution of Necessity for the special assessment project for the north-south alley from 13th Street to 14th Street, between Pearl Street and Picotte Street, as detailed in Memorandum #17-175.

_____ I concur with the recommendation.

_____ I do not concur with the recommendation.

Amy Nelson
City Manager

cc: Adam Haberman, PE

Property Owners for Alley From 13th Street to 14th Street
 Between Pearl Street and Picotte Street
 All in the City of Yankton, Yankton County, South Dakota

Estimated Cost of Construction: \$25,420.54
 Cost per front foot: \$49.502539

Owner	Address	Legal Description of Assessment Property	Front Footage (Ft.)	Estimated Cost
Scott & Mary Silvernail	500 East 13th Street, Yankton, SD 57078	S2, LT 8 & ALL LTS9 & 10, BLK 5, TAYLOR & SARGENTS	64.47	\$3,191.43
Lonnie & Michell Folkers	1306 Pearl Street, Yankton, SD 57078	LTS 6 & 7 & N2, LT 8, BLK 5, TAYLOR & SARGENTS	64.15	\$3,175.59
Kenneth & Mary Williams	501 East 14th Street, Yankton, SD 57078	LTS 1,2,3,4 & 5, BLK 5, TAYLOR & SARGENTS	128.3	\$6,351.17
James & Karen Starr	514 East 13th Street, Yankton, SD 57078	W60', LTS 11 THRU 15, BLK 5, TAYLOR & SARGENTS	128.3	\$6,351.17
Keith Christensen & Karlene Mastenbrook	1305 Picotte Street, Yankton, SD 57078	LT 16, LT17, EXC. W68' OF N4.5' & S6'-6" OF E82', LT 18, BLK 5, TAYLOR & SARGENTS	46.82	\$2,317.71
Jean Fitzgerald	706 Burgess Road, Yankton, SD 57078	W68' OF N4.5', LT 17 & W68', LTS 18, 19 & 20, BLK 5, TAYLOR & SARGENTS	81.48	\$4,033.47
			513.52	\$25,420.54

% that signed petition: 100.00%

RESOLUTION #17-31

A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING IMPROVEMENTS FOR THE ALLEY FROM 13TH STREET TO 14TH STREET, BETWEEN PEARL STREET AND PICOTTE STREET

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

SECTION 1. That it is deemed and declared necessary to construct improvements in accordance with plans and specifications therefore, prepared under the direction of the Department of Public Works on the alley from 13th Street to 14th Street, between Pearl Street to Picotte Street, in the City of Yankton, South Dakota, abutting upon the following described property to be assessed therefore:

**Lots 1 through 10, Block 5 of Taylor & Sargent's Addition
W60' of Lots 11 thru 15, Block 5 of Taylor & Sargent's Addition
Lot 16, 17 & the S6'-6" of the E82', Lot 18, Block 5 of Taylor & Sargent's Addition
W68' of Lots 18 thru 20, Block 5 of Taylor & Sargent's Addition**

SECTION 2. That the nature of said improvements is to construct a three inch asphalt pavement surface, along with items such as six inches of gravel base course, unclassified excavation/earthwork and grading, seeding and approach pavements, as needed, and all other incidentals in the above named location.

This project does not include improvements outside of the alley right-of-way, concrete driveway approaches. The project does include some slope work on private property, as necessary.

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

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

Dated: _____

Jake Hoffner
Mayor

Attest:

Al Viereck
Finance Office

Memorandum #17-191
Second Reading and Public Hearing for Building, Plumbing, and Electrical
Codes Updates

To: Amy Nelson, City Manager
From: Joe Morrow, Building Official
Subject: Building Code Edition Updates
Date: August 22, 2017

The International Code Council, from time to time publishes new code editions. The current Building Codes adopted by the City of Yankton are the 2003 International Building Code, 2003 International Residential Code, 2003 International Mechanical Code, 2003 International Fuel Gas Code, 2003 American National Standard for Accessible and Usable Buildings and Facilities, 2003 Uniform Plumbing Code, and the 2005 National Electrical Code. Attached are proposed ordinances for the adoption of the updated code editions.

The State of South Dakota has enacted legislation to allow municipalities to adopt the 2015 International Codes and the following South Dakota municipalities are using the updated codes: Sioux Falls, Pierre, Spearfish, and Aberdeen.

Changes in the 2015 Code editions include:

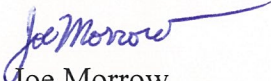
- The addition of energy efficiency requirements that require R-20 wall components and R-38 ceiling insulation for residential dwellings.
- Programmable thermostats are required for heating and cooling systems for residential dwellings
- The rise and run of stairs have been changed from a maximum 8-inch tread rise and minimum 9-inch tread run to maximum 7-3/4-inch tread rise and minimum 9-1/4 tread inch run.
- The code has been amended to meet South Dakota Codified Law. South Dakota Codified Law does not allow municipalities to adopt building codes that require fire sprinkler systems to be installed in one and two-family dwellings and multi-family dwelling with fewer than six units.
- An ice barrier is required to be installed on roof eaves as part of the underlayment for roofing.
- Carbon monoxide detectors will be required to be installed in hallways adjacent to sleeping rooms.
- Water Hammer arrestors are required to be installed on plumbing fixtures that have quick closing valves (clothes washers, dishwashers, and ice makers).

The following will repeal the 2003 International Building Code, 2003 International Residential Code, 2003 International Mechanical Code, 2003, International Fuel Gas Code, 2003 American National Standard for Accessible and Usable Buildings and Facilities, 2003 Uniform Plumbing Code, 2009 International Fire Code and the 2005 National Electric Code and enact the adoption of the attached referenced code editions.

_____ Roll call

The updated code additions and amendments have been presented to the Lewis & Clark Home Builders Association and the Lewis & Clark Realtors for their review and comments.

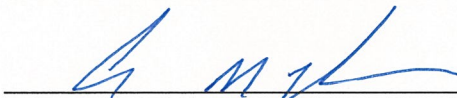
Respectfully,


Joe Morrow
Building Official

It is recommended that the Board of Commissioners adopt Ordinances 996, 997, 998, and 999, for the updated editions of the Building, Plumbing, and Electrical Code with Amendments and Companion Documents and repeal the exiting Ordinances: 873, 875, 874, 922, 877, and 959.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson
City Manager

cc: Dave Mingo

____ Roll call

Ordinance #996
Adoption of the 2015
International Building Code

An ordinance repealing the 2003 International Building Code, (Ordinance 873) and enacting the adoption of the 2015 International Building Code, including amendments, Appendix C, Appendix I and associated documents as published by the International Code Council Inc.,

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

Section 1. Chapter 7, Article I, Section 7-4, Ordinance 873, (and all of its sub-parts thereof) is hereby repealed and replaced by a new Section 7-4 to be added to Chapter 7, Article I of the City of Yankton Code of Ordinances to read as follows:

Chapter 7 – BUILDINGS

ARTICLE I. - IN GENERAL

Sec. 7-4. - Building code adopted; amendments.

Those certain documents, one (1) copy of which will be kept on file in the office of Community and Economic Development, being marked as:

- (a) 2015 International Building Code, published by the International Code Council;
- (b) 2015 International Mechanical Code, published by the International Code Council;
- (c) 2015 International Fuel Gas Code, published by the International Code Council;
- (d) 2009 American National Standard for Accessible and Usable Buildings and Facilities A117.1-2009, published by the International Code Council; and
- (e) Amendments by the City of Yankton to the 2015 International Building Code;

are hereby adopted as the code of the City of Yankton, South Dakota for regulating the erection, construction, enlargement, alternation, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height of buildings and structures in the City of Yankton South Dakota providing for the issuance of permits and collection of fees.

[Note: The following portions of this Ordinance are hereby adopted, but shall not be published within the City of Yankton’s Municipal Code or added to Yankton’s Municode online library of municipal ordinances, but rather shall be freely available in print at Yankton City Hall, Office of Community and Economic Development:]

Section 2. The following sections and subsections of the 2015 International Building Code adopted in this article shall be amended, added, or not adopted by the city as follows. All other sections or subsections of the 2015 International Building Code as published shall remain the same.

101.1 Title: These regulations shall be known as the Building Code of the City of Yankton, South Dakota hereinafter referred to as “This Code”.

101.4.3 Plumbing: The provision of Uniform Plumbing Code (UPC) shall apply to the installation, alteration, repair and replacement of plumbing systems including equipment appliances fixtures, fittings and appurtenances as mandated by the South Dakota Plumbing Commission.

101.4.8 Electrical: The provisions of the National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement equipment, appliances, fixtures, fittings and appurtenances as mandated by the South Dakota Electrical Commission.

R103.1 Enforcement Agency: The Office of Community and Economic Development and the official in charge shall be known as the “Building Official”.

105.1 Required: Any owner or owner’s authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit. The building official may exempt permits for minor work.

Commentary: This gives the authority to exempt permits for work that is considered minor enough to not require inspections

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. One story detached accessory structures, provided that the floor area does not exceed 120 square feet.
2. Fences not over 7 feet in height.
3. Retaining walls that are not over 6 feet in height measured from the bottom of the grade elevation to the top of the wall.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
5. Flag poles and similar structures that are less than 30 feet in height above grade.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Swings and other playground equipment.

8. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.

Commentary: This section defines the types of work that do not require a building permit. Even though a building permit is not required for a shed less than 120 square feet, or fence less than 7 feet in height, the City's zoning ordinance regulates the placement of these structures.

107.1 Submittal Documents: Submittal documents consisting of one complete set of hard copy plans with an additional electronic submittal in PDF format along with other construction documents, statement of special inspections, geotechnical report and other data shall be submitted with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

Commentary: Upon new commercial submittals, this is to require not only a hard copy set of plans to accommodate the actual code review, but to include an electronic copy to insert into the electronic building plans file to be consistent with the new management software system.

108.1 Temporary Structures: The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 365 days. The building official is authorized to grant extensions for demonstrated cause.

Commentary: This establishes that a maximum time period for a temporary structure is for one year and that the Building Official is authorized to grant extensions

109.2 Schedule of permit fees: On buildings, structures, or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by commission resolution.

Commentary: Permit fees are set by resolution by the Board of Commissioners.

113 Appeals: In order to provide for final interpretations of the provisions of this code and to hear appeals provided, a board of appeals is hereby created which shall be the board of city commissioners. Any person may appeal any notice and order or any action of the building official by filing at the office of the building official within ten (10) days from the date of the service of such order a written appeal containing:

1. A brief statement of the specific order or action protested, together with any material facts claimed to support the contentions of the person appealing
2. A brief statement of the relief sought and reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
3. Upon receipt of any appeal filed pursuant to this section, the building official shall present it to the city commission within twenty (20) days. As soon as practicable after receiving the written appeal, the city commission shall fix a date, time and place for the

hearing of the appeal. Written notice of the time and place of the hearing shall be given at least ten (10) days prior to the date of the hearing to each appellant. Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of his right to an administrative hearing and adjudication of the notice and order, or any portion, thereof. Enforcement of any notice and order of the building official issued under this article shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

903.2.1.4 Group A-4: An automatic sprinkler system shall be provided for fire areas containing Group A-4 occupancies and intervening floors of buildings where one of the following conditions exist:

1. The fire area exceeds 12,000 square feet
2. The fire area has an occupant load of 300 or more
3. The fire area is located on a floor other than a level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit with approval from the Fire Chief and Building Official.

903.2.8 Group R: An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with Group R occupancies having six or more dwelling units.

Commentary: Instead of requiring an automatic fire extinguishing system in all Group R occupancies which is required at the national level, this maintains the requirement to sprinkler all Group R occupancies where there are six or more dwelling units in a fire area (as set by the South Dakota Fire Marshal's Office).

1030.2 Minimum size: Emergency escape and rescue openings shall have a minimum net clear opening of 5.0 square feet.

1030.3 Maximum height from floor: Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches measured from the floor.

1030.5.2 Ladders or steps: Window wells with a vertical depth of more than 48 inches shall be equipped with an approved permanently affixed ladder or steps. Ladders or rungs shall have an inside width of at least 12 inches, shall project at least 3 inches from the wall and shall be spaced not more than 18 on center vertically for the full height of the window well. The ladder or steps shall not encroach into the required dimensions of the window well by more than 6 inches. The ladder or steps shall not be obstructed by the emergency escape and rescue opening. Ladders or steps required by this section are exempt from the stairway requirements of Section 1011.

Commentary: These provisions maintain the local amendments consistent with the Residential Code that defines a 5-square foot openable egress window and maintains the 48-inch sill height and 48-inch height of the window well before a ladder is required.

1612.3 Establishment of flood hazard areas: Delete, refer to the City of Yankton's Floodplain Management Ordinance for provisions that regulate "Special Flood Hazard Areas.

Commentary: This amends the International Building Code and refers floodplain management to Yankton's Code of Ordinances.

Section 3. That any section, subsection, sentence, clause or phrase of this ordinance is for any reason, held to be unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance.

Section 4. That the finance Officer is hereby ordered and directed to cause this ordinance to be published as required by law

Section 5. That this ordinance and the rules, regulations, provisions, requirement, orders and matters established and adopted hereby shall take effect and be in full force 20 days from the date of its final passage, adoption and publication.

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

Jake Hoffner, Mayor

Attest:

Al Viereck, Finance Officer

ORDINANCE #997
ADOPTION OF THE 2015
INTERNATIONAL RESIDENTIAL BUILDING CODE

An ordinance repealing the 2003 International Residential Code (Ordinance 875) and enacting the adoption of the 2015 International Residential Code relating to the construction, enlargement, alteration, repair, moving, removal, demolition, occupancy, use, height and maintenance of One and Two-Family Dwellings and Townhouses in the City of Yankton, South Dakota.

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

Section 1. Chapter 7, Article I, Section 7-11, Ordinance 875, (and all of its sub-parts thereof) is hereby repealed and replaced by a new Section 7-11 to be added to Chapter 7, Article I of the City of Yankton Code of Ordinances to read as follows:

Chapter 7 – BUILDINGS

ARTICLE I. - IN GENERAL

Sec. 7-11. - Residential code adopted; amendments.

That certain documents, one (1) Copy of which is on file in the Office of Community and Economic Development, being marked and designated as:

- (a) “2015 International Residential Code” published by the International Code Council; and
- (b) “2015 International Residential Code” additions, deletions, modifications and amendments by the City of Yankton;

are hereby adopted as the code of the City of Yankton, South Dakota, for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of One and Two-Family Dwellings and Townhouses in the City of Yankton, South Dakota, providing for the issuance of permits and collection of fees.

[Note: The following portions of this Ordinance are hereby adopted, but shall not be published within the City of Yankton’s Municipal Code or added to Yankton’s Municode online library of municipal ordinances, but rather shall be freely available in print at Yankton City Hall, Office of Community and Economic Development:]

Section 2. The following sections and subsections of the 2015 International Residential Code adopted in this article shall be amended, added, or not adopted by the city as follows. All other sections or subsections of the 2015 International Residential Code as published shall remain the same.

R101.1 Title: These provisions shall be known as the Residential Code for one and two-family dwellings and townhouses and shall be referred to as "This Code."

R103.1 Enforcement Agency: The Office of Community and Economic Development and the official in charge shall be known as the "Building Official."

R105.1 Required: Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit. The Building Official may exempt permits for minor work.

R105.2 Work Exempt from a Permit:

1. One story detached accessory structures provided that the floor area does not exceed 120 square feet.
2. Fences not over 7 feet in height.
3. Retaining walls that are not over 6 feet in height measured from the bottom of the grade elevation to the top of the wall.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
5. Flag poles and similar structures that are less than 30 feet in height above grade.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.

Commentary: This section defines the types of work that do not require a building permit. Even though a building permit is not required for a shed less than 120 square feet, or fence less than 7 feet in height, the City's zoning ordinance regulates the placement of these structures.

R106.1 Submittal Documents: Submittal of construction documents and other data shall be submitted with each permit application. The construction documents shall be prepared by a registered design professional where required by South Dakota Codified Law.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work does not require construction documents to obtain compliance with this code.

R108.2 Schedule of Permit Fees: Permit fees on each permit shall be paid as required in accordance with the fee schedules that have been established by commission resolution.

R109.1.3 Floodplain Inspections: Not Adopted.

Commentary: Floodplain provisions are found in Chapter 11 of Yankton's Code of Ordinances.

R112 Appeals: In order to provide for final interpretations of the provisions of this code and to hear appeals provided, a board of appeals is hereby created which shall be the board of city commissioners. Any person may appeal any notice and order or any action of the building

official by filing at the office of the building official within ten (10) days from the date of the service of such order a written appeal containing:

1. A brief statement of the specific order or action protested, together with any material facts claimed to support the contentions of the person appealing
2. A brief statement of the relief sought and reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
3. Upon receipt of any appeal filed pursuant to this section, the building official shall present it to the city commission within twenty (20) days. As soon as practicable after receiving the written appeal, the city commission shall fix a date, time and place for the hearing of the appeal. Written notice of the time and place of the hearing shall be given at least ten (10) days prior to the date of the hearing to each appellant. Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of his right to an administrative hearing and adjudication of the notice and order, or any portion, thereof. Enforcement of any notice and order of the building official issued under this article shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

Table R301.2 (1) Climatic and Geographic Design Criteria

Ground Snow Load: 35 psf

Wind Speed: 90 mph

Topographic Effects: No

Seismic Design Category: A

Weathering: Severe

Frost Line Depth: 42 inches

Termite Damage: Slight to Moderate

Winter Design Temperature: -08 degrees Fahrenheit

Ice Barrier Underlayment Requirement: Yes*

Flood Hazards: City of Yankton adopted Floodplain Ordinance and Firm, July 10, 2010.

Air Freezing Index: 2,271

Mean Annual Temperature: 46.6 Degrees Fahrenheit

*Ice Barrier underlayment requirement effective January 2, 2018

Commentary: Table R301.2 (1) defines the minimum geographic design criteria for residential building construction within the City of Yankton. Definitions for the Design Criteria can be found in the foot notes of Table R301.2 (1)

R302.2 Townhouses: Common walls separating townhouses shall be assigned a fire-resistant rating. The common wall shared by two townhouses shall be constructed without mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing.

1. Where a fire sprinkler system in accordance with the IRC is provided, the common wall shall be not less than a 1-hour fire rated wall assembly
2. Where a fire sprinkler system is not provided, the common wall shall be of 2-hour construction.

Commentary: This reduces the required fire resistivity of a common wall between townhouse units from two hours to one hour, but is based upon the national model code that mandates fire sprinklers for all townhouses. The local amendment recognizes that a reduced fire resistivity is acceptable if there is a fire sprinkler system installed, which is not a local code mandated but an option of the owner.

R302.2.1 Continuity: The fire resistance rated wall separating townhouses shall be continuous from the foundation to the underside of the roof sheathing, deck or slab. The fire resistance rating shall extend the full length of the wall, including wall extensions through and separating attached enclosed accessory structures.

R302.2.4 Structural Independence: Each individual townhouse shall be structurally independent.

Exceptions:

1. Foundations supporting exterior walls or common walls.
2. Structural rafters may be used for structural independence if set on a common fire rated wall separating each unit, provided the rafter is rated on each side for fire resistivity.
3. Structural roof and wall sheathing from each unit fastened to the common wall framing.
4. Nonstructural wall and roof coverings.
5. Flashing at terminations of roof coverings over common walls.
6. Townhouses separated by a common wall and provided with a fire sprinkler system.

Commentary: The 2015 IRC eliminates the requirement for structural independence provided that the townhouse is provided throughout with a fire sprinkler system.

R302.13 Fire Protection of Floors: Not adopted.

Commentary: The national provision that requires all floor assemblies consisting of light frame construction to be protected on the underside is eliminated. This would have required a homeowner who chooses to finish a basement at a later date to remove the covering to accommodate mechanical, electrical and plumbing systems.

R309.5 Fire Sprinklers: Not adopted.

Commentary: This provision is eliminated based on State Codified Law that does not allow a county or municipality to require an automatic fire extinguishing system in a one and two-family dwelling, townhouse, and their accessory structures.

R310.2.1 Minimum Opening: Emergency and escape rescue openings shall have a net clear opening of not less than 5.0 square feet. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. The net clear height opening shall be not less than 24 inches, and the net clear width shall be not less than 20 inches.

R310.2.2 Window Sill Height: Where a window is provided as the emergency escape and rescue opening, it shall have a sill height of not more than 48 inches above the floor; where the sill height is below grade, it shall be provided with a window well in accordance with Section R310.2.3.

R310.2.3.1 Ladder and Steps: Window wells with a vertical depth greater than 48 inches shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or rungs shall have an inside width of not less than 12 inches, shall project not

less than 3 inches from the wall and shall be spaced not more than 18 inches on center vertically for the full height of the window well.

Commentary: These provisions maintain local modifications to allow sill heights of windows and the height of a window well where a ladder is required to be increased from 44 inches to 48 inches, instead of having two standards for the openable area of an egress window

R311.3.1 Floor Elevations at the Required Egress Doors: Landings or finished floors at the required egress door shall be not more than 1-1/2 inches lower than the top of the threshold.

Exception: The landing or floor on the exterior side shall be not more than 7-3/4 inches below the top of the threshold provided the door does not swing over the landing or floor.

R311.3.2 Floor Elevations for Other Exterior Doors. Doors other than the required egress door shall be provided with landings or floors not more than 7-3/4 inches below the top of the threshold.

Exception: A top landing is not required where a stairway of not more than two risers is located on the exterior side of the door, provided that the door does not swing over the stairway.

R311.7.5.1 Risers. The riser height shall be not more than 7-3/4 inches. The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch. Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees from the vertical. Open risers are permitted.

Exceptions:

1. The opening between adjacent treads is not limited on spiral stairways.
2. The riser height of spiral stairways shall be in accordance with Section R311.7.10.1.

R311.7.5.2 Treads. The tread depth shall be not less than 9-1/4 inches. The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more the 3/8 inch.

Commentary: This allows for a 7-3/4-inch riser and a 9-1/4-inch tread for a step at a landing or stair. This is a change from the 2003 IRC legacy amendment that allowed for an 8-inch riser and a 9-inch tread.

R311.7.8.3 Grip Size. Required handrails shall comply with R33.7.8.3 for graspability with the following exception added.

Exception: Exterior stairs are allowed to have a horizontal 2X member to form a 1-1/2-inch graspable dimension in lieu of the above-referenced R311.7.8.3 standard.

Commentary: The exception recognizes that a flat or horizontal 2X member on an exterior deck provides an adequate gripping surface.

R313.1 Townhouse Automatic Fire Sprinkler Systems: Not adopted.

R313.2 One and Two-Family Dwellings Automatic Fire Sprinkler Systems: Not Adopted.

R313.2.1 Design and installation. When automatic residential fire sprinkler systems installed, it shall be designed and installed in accordance with Section P2904 or NFPA 13D.

Commentary: These provisions have been deleted because South Dakota Codified Law does not allow a county or municipality to mandate automatic fire extinguishers in townhouses or one- and two-family dwellings and their accessory structures. If a building owner chooses to install a residential fire sprinkler system, it shall be installed to a minimum NFPA-13D or equivalent standard.

R403.1.4.1 Frost Protection: Except where otherwise protected from frost, foundation walls, piers, and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extended below the frost line specified in Table R301.2. (1).
2. Constructed in accordance with Section R403.3.
3. Constructed in accordance with ASCE 32.
4. Erected on solid rock.

Exceptions:

1. Protection of freestanding accessory structures with an area of 1,600 square feet or less, of light-frame construction, with an eave height of 10 feet or less shall not be required.
2. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

Commentary: This increases the allowable area of a non-occupied building from 600 to 1,600 square feet before there is a requirement for the footings and foundations to be frost protected. This amendment allows for detached residential garages up to 1,600 square feet to be built with "slab on grade" construction.

N1101.2 (R101.3) Intent: This chapter regulates the design and construction of buildings for the effective use and conservation of energy over the useful life of each new building. Additions, alterations, renovations, or repairs to an existing building, ding system or portion thereof may conform to the provisions of this code as they relate to new construction without requiring the unaltered portion(s) of the existing building or building system to comply with this code. This chapter is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve this objective. This chapter is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

Table N1102.1.1 (R402.1.1)
INSULATION AND FENESTRATION
REQUIREMENTS BY COMPONENT^{a,k}
FOR NEW CONSTRUCTION

Climate Zone ^b	Fenestration U-Factor ^b	Sky Light U Factor ^b	Glazed Fenestration SHGC ^{b,e}	Ceiling R Value ^j	Wood Frame Wall R Value	Mass wall R Value	Floor R Value	Basement Wall R Value ^c	Slab R Value ^d	Crawl Space Wall Value ^c
5	0.6	NR	NR	38	20 or 13+5 ^h	5/10 ⁱ	13 ^g	7/10	5 2 feet	7/10

a. R-values are minimums. U-factors and Solar Heat Gain Coefficient (SHGC) are maximums. When insulation is installed in a cavity which is less than the label or design

thickness of the insulation, the installed *R*-value of the insulation shall not be less than the *R*-value specified in the table.

b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

Exception: Skylights may be excluded from glazed fenestration SHGC requirements in Climate Zones 1 through 5 where the SHGC for such skylights does not exceed 0.30.

c. 7/10 means R-7 continuous insulated sheathing on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall. The perimeter wall of an enclosed mechanical room is allowed to not be a component of the thermal envelope.

d. R-5 shall be added to the required slab edge *R*-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zones 1 through 5 for heated slabs.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in warm-humid locations as defined by Figure N1101.10 and Table N1101.10.

g. Or insulation sufficient to fill the framing cavity, R-7 minimum.

h. The first value is cavity insulation, the second value is continuous insulation, 13+5 means R-13 cavity insulation plus R-5 continuous insulation.

i. The second *R*-value applies when more than half the insulation is on the interior of the mass wall.

j. The minimum *R*-value for ceilings shall be measured at a distance 24 inches from the interior of the top plate. Insulation shall be placed to extend to the top plate as allowed by the rafter or truss heel space.

k. Requirements by of N1102.1.1 shall only apply to new construction.

Commentary: Table N1102.1.1 (R402.1.1) requires the jurisdiction to insert those thermal envelope elements that are applicable to the Climate Zone that the jurisdiction is located. The changes to the prescriptive energy requirements that are found in Climate Zone 5 as listed in the 2009 International Energy Code

N1102.2.9 (R402.2.9) Basement Walls: Walls associated with conditioned basements shall be insulated from the top of the basement wall to the basement floor. Walls associated with unconditioned basements shall meet this requirement unless the floor overhead is insulated in accordance with Sections N1102.1.2 and N1102.2.8.

Exception: Exterior basement walls of enclosed mechanical rooms or unfinished basement rooms.

Commentary: This eliminates the requirement to insulate the basement exterior walls of mechanical rooms and the requirement to insulate an unfinished basement.

N1102.4.1.2 (R402.4.1.2) Testing: Not adopted

N1103.3.2.1 (R403.3.2.1) Sealed Air Handler: Not adopted

Commentary: Manufacturers are held to a maximum 2 % air leakage requirement at this time.

N1103.3.3 (R403.3.3) Duct Testing: Not adopted

Commentary: The testing of duct sealing in a new house would be an expense of approximately \$400 or more. This maintains a local amendment to visually inspect for air leakage instead of having a testing and balancing company perform the test.

N1103.3.5 (R403.3.5) Building Cavities: Building framing cavities shall not be used as ducts or plenums.

Exception: Stud spaces and floor joist cavities may be used for return air plenums

Commentary: With the local exception, the use of a floor joist and stud space that is inside of the thermal envelope is allowed to continue instead of a new mandate to require all plenums to be ducted.

N1104.1 (R404.1) Lighting Equipment: Not adopted.

Commentary: To conserve energy, the 2015 IRC requires at least 75 percent of the lamps in permanently installed lighting fixtures to be compact fluorescent lamps or other high-efficacy lamps. The 75 percent requirement of CFL's may be met at the time of inspection, but the owner may install or replace with less expensive options

N1107.1.1 (R501.1.1) Additions, Alterations, or Repairs: Additions, alterations, or repairs to an existing building, building system or portions may comply with Section N1108, N1109 or N1110. Unaltered portions of the existing building or building supply system shall not be required to comply with this chapter.

N1109.1 (R503.1) General: Alterations to any building or structure may comply with the requirements of the code for new construction. Alterations shall be such that the existing building or structure is no less conforming to the provisions of this chapter than the existing building or structure was prior to the alteration.

N1110.1 (R504.1) General: Buildings, structures, and parts may be repaired in compliance with Section N1107.3. Work on non-damaged components necessary for the required repair of damaged components shall be considered part of the repair and shall not be subject to the requirements for alterations in this chapter. Routine maintenance required by Section N1107.3, ordinary repairs exempt from permit, and abatement of wear due to normal service conditions shall not be subject to the requirements in this section.

Commentary: These amendments clarify that the energy efficiency standards apply to new construction.

Part VII, Plumbing: The following chapters are not adopted by the city: Chapter 25 Plumbing Administration; Chapter 26 General Plumbing Requirements; Chapter 27 Plumbing Fixtures; Chapter 28 Water Heaters; Chapter 29 Water Supply and Distribution; Chapter 30 Sanitary Drainage; Chapter 31 Vents; Chapter 32 Traps; and Chapter 33 Storm Drainage. The provisions of the Plumbing Code of the City of Yankton or the most current plumbing code adopted by the South Dakota State Plumbing Commission shall apply to the installation, alterations, repairs, and replacement of plumbing systems, including equipment, appliances, fixtures, and appurtenances, and where connected to a water or sewage system for detached one- and two-family dwellings and multiple single-family dwellings (town houses) not more than three stories high with separate means of egress and their accessory structures.

Commentary: Part VII—Plumbing, of the IRC references the International Plumbing Code. The South Dakota State Plumbing Commission has mandated the use of the 2015 Uniform Plumbing Code. To avoid inconsistencies, the plumbing chapters referenced in Part VII are not adopted by the City and instead any plumbing systems for residential construction are referenced to the Plumbing Code or the most current Uniform Plumbing Code adopted by the South Dakota State Plumbing Commission.

Part VIII, Electrical: The following chapters are not adopted by the city: Chapter 34 General Requirements; Chapter 35 Electrical Definitions; Chapter 36 Services; Chapter 37 Branch Circuit and Feeder Requirements; Chapter 38 Wiring Methods; Chapter 39 Power and Lighting Distribution; Chapter 40 Device and Luminaires; Chapter 41 Appliance Installation; Chapter 42 Swimming Pools; Chapter 43 Class 2 Remote-Control, Signaling and Power- Limited Circuits. The provisions of the Electrical Code of the City of Yankton or the most current code adopted National Electrical Code by the South Dakota State Electrical Commission shall apply to the installation, alteration, repair, relocation, replacement, addition to, use, or maintenance of any electrical system, apparatus, wiring, or equipment for electrical, light, heat, power, fire alarms, and associate controls for detached one- and two-family dwellings and multiple single-family dwellings (town houses) not more than three stories high with separate means of egress and their accessory structures.

Commentary: Part VIII, Electrical of the IRC references the electrical standards. The South Dakota State Electrical Commission has mandated the use of the 2017 National Electrical Code and does not recognize any inconsistencies that may be found in Part VIII of the IRC. To avoid inconsistencies, the electrical chapters referenced in Part VIII are not adopted by the City and instead any electrical systems for residential construction are referenced directly to the 2017 National Electrical Code or the most current electrical code adopted by the South Dakota State Electrical Commission.

Section 3. That any section, subsection, sentence, clause or phrase of this ordinance is for any reason, held to be unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance

Section 4. That the finance Officer is hereby ordered and directed to cause this ordinance to be published as required by law

Section 5. That this ordinance and the rules, regulations, provisions, requirement, orders, and matters established and adopted hereby shall take effect and be in full force 20 days from the date of its final passage, adoption and publication.

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

Jake Hoffner, Mayor

Attest:

Al Viereck, Finance Officer

ORDINANCE #998
ADOPTION OF THE 2015 UNIFORM PLUMBING CODE

An ordinance repealing the 2003 Uniform Plumbing Code (Ordinance 874 & 922) Section 18-2 of the Code of Ordinances for the City of Yankton and enacting the adoption of the 2015 Uniform Plumbing Code. As adopted and amended by the City of Yankton and the State of South Dakota as governed by South Dakota Codified Law 36-25.

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

Section 1. Chapter 18, Article I, Section 18-2, Ordinances 874 and 922, (and all of its sub-parts thereof) is hereby repealed and replaced by a new Section 18-2 to be added to Chapter 18, Article I of the City of Yankton Code of Ordinances to read as follows:

Chapter 18 – PLUMBING

ARTICLE I. - IN GENERAL

Sec. 18-2. - Plumbing code adopted; amendments.

That certain documents, one (1) copy of which is on file in the office of the Community and Economic Development, being marked and designated as:

- (a) “Uniform Plumbing Code, 2015 Edition” as published by the International Association of Plumbing & Mechanical Officials and amended by the South Dakota Sate Plumbing Commission as governed by South Dakota Codified Law 36-25; and
- (b) Amendments by the City of Yankton to the 2015 Uniform Plumbing Code;

are hereby adopted as the Plumbing Code of the City of Yankton, South Dakota, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement and use of plumbing systems and for the issuance of permits and collection of fees.

[Note: The following portions of this Ordinance are hereby adopted, but shall not be published within the City of Yankton’s Municipal Code or added to Yankton’s Municode online library of municipal ordinances, but rather shall be freely available in print at Yankton City Hall, Office of Community and Economic Development:]

Section 2. The 2015 Uniform Plumbing Code shall be amended as follows:

1. **Chapter 3, General Regulations:** Shall be deleted and replaced with “The water distribution and drainage system of any building in which plumbing fixtures are

installed shall be connected to a public water supply and sewer system respectively if available. A public water system and/or public sewer system shall be deemed available to a premise used for human occupancy if the property line of such a premise is within two hundred fifty (250) feet, and a connection conforming to the standards set forth in this code shall be made thereto.”

2. **Chapter 17, Standards:** Shall be amended to delete (1) plastic pipe and fittings and galvanized pipe and fittings from the approved list of materials for the water service piping, cold water distribution and hot water distribution system with the exception of Cross Link Polyethylene (PEX) Pressure pipe, with prior approval from the Building Official, as listed in section 14 of the approved list of materials. (2) Concrete Drain Pipe shall be deleted from the list of approved materials for sanitary sewers.
3. **Tracer Wire Requirement:** Private sewer and water lines shall be installed with a locatable tracer wire that is installed at the point of connection to the public main and shall terminate within eight inches of the building cleanout for sewer lines and within eight inches of the building foundation for water lines. Where private water lines are installed with copper pipe and are locatable, a tracer wire may be omitted. The installation of the tracer wire and components shall be installed to “City of Yankton’s specifications”.

Section 3. That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason, held to be unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance.

Section 4. That the Finance Officer is hereby ordered and directed to cause this ordinance to be published as required by law.

Section 5. That this ordinance and the rules, regulations, provisions, requirement, orders and matters established and adopted hereby shall take effect and be in full force 20 days from the date of its final passage, adoption and publication.

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

Jake Hoffner, Mayor

Attest:

Al Viereck, Finance Officer

ORDINANCE #999
ADOPTION OF THE 2017 NATIONAL ELECTRIC CODE

An ordinance repealing the 2005 National Electric Code (Ordinance 877) and enacting the adoption of 2017 National Electric Code, as adopted and amended by the State of South Dakota, and governed by South Dakota Codified Law 36-16.

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

Section 1. Chapter 7, Article II, Section 7-24, Ordinance 877, (and all of its sub-parts thereof) is hereby repealed, Section 7-12 shall be identified as “Reserved” within the City of Yankton’s Municipal Code, and a new Section 7-12 to be added to Chapter 7, Article I of the City of Yankton Code of Ordinances as follows:

Chapter 7 - BUILDINGS

ARTICLE I. - IN GENERAL

Sec. 7-12. - Electrical code adopted.

That certain documents, one (1) copy of which is on file in the office of Community and Economic Development, being marked and designated as:

- (a) “National Electrical Code, 2017 Edition” as published by the National Fire Protection Agency (NFPA) and amended by the South Dakota State Electrical Commission as governed by South Dakota Codified Law 36-16.

Be and the same are hereby adopted as the Electrical Code of the City of Yankton, South Dakota, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement and use of electrical systems.

[Note: The following portions of this Ordinance are hereby adopted, but shall not be published within the City of Yankton’s Municipal Code or added to Yankton’s Municode online library of municipal ordinances, but rather shall be freely available in print at Yankton City Hall, Office of Community and Economic Development:]

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason, held to be unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance.

Section 3. That the Finance Officer is hereby ordered and directed to cause this ordinance to be published as required by law.

Section 4. That this ordinance and the rules, regulations, provisions, requirement, orders and matters established and adopted hereby shall take effect and be in full force 20 days from the date of its final passage, adoption and publication.

Adopted:
1st Reading:
2nd Reading:
Publication Date:
Effective Date:

Jake Hoffner, Mayor

Attest:

Al Viereck, Finance Officer

**ORDINANCE #1000
ADOPTION OF THE 2015
INTERNATIONAL FIRE CODE**

An ordinance repealing the 2009 International Fire Code (Ordinance Sec. 8-5) and enacting the adoption of the 2015 International Fire Code prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion providing for the issuance of permits for hazardous uses or operations; reestablishing a bureau of fire prevention and providing officers therefore; and defining their powers and duties in the City of Yankton, South Dakota.

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

Chapter 8, Article I, Ordinance Sec. 8-3 is hereby repealed and replaced by a new Sec. 8-3 to be added to Chapter 8, Article I of the City of Yankton Code of Ordinances to read as follows:

ARTICLE I. - IN GENERAL

Sec. 8-5. - Fire code adopted; bureau of fire prevention; amendments.

(a) That certain documents, one (1) copy of which is on file in the office of the Fire Marshal, being marked and designated as the "International Fire Code" 2015 edition, and the National Fire Protection Association (NFPA) documents, currently adopted editions as listed in this ordinance are hereby adopted as the code of the city for prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion providing for the issuance of permits for hazardous uses or operations; reestablishing a bureau of fire prevention and providing officers therefore; and defining their powers and duties all of which are on file in the office of the finance officer are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

(b) (1) The currently adopted Fire Code shall be enforced by the bureau of fire prevention in the fire department of the city which is hereby established and which shall be operated under the supervision of the chief of the fire department.

(2) The fire marshal in charge of the bureau of fire prevention in the fire department shall be appointed by the city manager. The fire marshal shall be a subordinate of the fire chief. His primary duty shall be to enforce the currently adopted Fire Code and assume the duties and responsibilities of fire marshal as contained in said Code. In addition, the fire marshal shall be the second ranking command officer, after the fire chief, in the Yankton Fire Department and shall assume the duties of the office of fire chief in the absence or disability of the fire chief. He shall devote full time to his duties.

(c) (1) Wherever the word "jurisdiction" is used in the currently adopted Fire Code, it shall mean the City of Yankton, South Dakota.

(2) Wherever the words "chief of the bureau of fire prevention" are used they shall be held to mean "fire marshal."

(d) *Modifications and amendments.* That the following National Fire Protection Association (NFPA) documents referenced in the 2015 International Fire Code shall be adopted by the City of Yankton, SD.

- (1) National Fire Protection Association Standard 10, "Portable Fire Extinguishers," 2013 edition
- (2) National Fire Protection Association Standard 72, "National Fire Alarm and Signaling Code," 2016 edition, is the standard to be used.
- (3) National Fire Protection Association Standard 407, "Aircraft Fuel Servicing," 2017 edition, is the standard to be used.
- (4) National Fire Protection Association Standard 52, "Vehicular Gaseous Fuel Systems Code," 2016 edition;
- (5) National Fire Protection Association Standard 86, "Standard for Ovens and Furnaces," 2015 edition
- (6) National Fire Protection Association Standard 17, "Standard for Dry Chemical Extinguishing Systems," 2017 edition
- (7) National Fire Protection Association Standard 11, "Standard for Low, Medium and Expansion Foam," 2016 edition
- (8) National Fire Protection Association Standard 15, "Standard for Water Spray-Fixed Systems for Fire Protection" 2017 edition
- (9) National Fire Protection Association Standard 704, "Identification of the Hazards of Materials for Emergency Response," 2017 edition
- (10) National Fire Protection Association Standard 385, "Standard for Tank Vehicles for Flammable and Combustible Liquids," 2017 edition
- (11) National Fire Protection Association Standard 17A, "Standard for Wet Chemical Extinguishing Systems," 2017 edition
- (12) National Fire Protection Association Standard 30, "Flammable and Combustible Liquids Code," 2015 edition
- (13) National Fire Protection Association Standard 318, "Standard for Protection of Semiconductor Fabrication Facilities," 2015 edition
- (14) National Fire Protection Association Standard 25, "Standard for Inspection, Testing and Maintenance of Water Based Fire Protection Systems," 2017 edition
- (15) National Fire Protection Association Standard 12, "Standard for Carbon Dioxide Extinguishing Systems," 2015 edition
- (16) National Fire Protection Association Standard 30, "Flammable and Combustible Liquids Code," 2015 edition
- (17) National Fire Protection Association Standard 58, "Liquefied Petroleum Gas Code," 2017 edition, is the standard to be used.

(18) National Fire Protection Association Standard 13, "Installation of Sprinkler Systems," 2016 edition

(19) National Fire Protection Association Standard 14, "Installation of Standpipe and Hose Systems," 2016 edition

(20) National Fire Protection Association Standard 13R, "Sprinkler Systems in Residential Occupancies Up To and Including Four (4) Stories in Height," 2016 edition

(21) The following sections of 105.6 are adopted as described:

Sec. 105.6 Permit Required. A permit shall be obtained from the bureau of fire prevention prior to engaging in the following activities, operations, practices or functions:

- 105.6.3 Aviation Facilities. (as defined by same title in Section 105.)
- 105.6.10 Covered and open mall buildings (as defined by same title in Section 105.)
- 105.6.14 Exhibits and Trades Shows
- 105.6.15 Explosives. (as defined by same title in Section 105.)
- 105.6.17 Flammable and Combustible Liquids. (as defined by same title in Section 105.)
- 105.6.32 Open Burning. (as defined by same title in Section 105.)
- 105.6.34 Open Flames and Candles. (as defined by same title in Section 105.)

(22) Section 603.8.1 is amended to read as follows:

Sec. 603.8.1 General. Residential incinerators are not allowed.

(23) Section 307.4.1 is amended as follows: A bonfire shall not be conducted within 50 feet of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition. Bonfires shall not be conducted within the city limits except by permit in commercial areas.

(24) SECTION 307.4.2 is amended as follows: Recreational Fires- shall not be conducted within 15 feet of a structure or combustible material when conducted in an approved container or approved fire pit not to exceed 3 feet in diameter. Conditions which could cause a fire to spread within 15 of a structure shall be eliminated prior to ignition.

(25) SECTION 903.2.8 is amended as follows: An automatic fire sprinkler system shall not be required in residential one and two family dwellings.

(26) SECTION 903.2.8 is amended as follows: An automatic fire sprinkler shall be installed throughout any new hotel, motel, and multi-family housing six or more families as specified in Section 903 of the International Building Code - 2015 edition and the South Dakota Administrative Rules 61:15:01:19 Automatic Sprinkler System Requirements.

(27) The fire code official is authorized to require a registered KNOX brand key box to be installed in an accessible location where immediate access is necessary to verify the existence of a fire or other emergency in all existing and new commercial, multifamily and educational buildings equipped with or required to be equipped with fire protection systems or where security restricts life saving or firefighting operations. Fire protection systems shall include fire sprinklers and/or fire alarm systems.

- (a) Required new construction shall have a lock box installed prior to issuance of an occupancy permit.
- (b) Key box placement shall be pre arranged with the fire department as to location on the building.
- (c) Property owners shall be required to contact the fire department anytime a key change is made on the property affecting fire and life safety operations including but not limited to egress doors, mechanical rooms, alarm pulls and panels, elevators and elevator equipment rooms.

(e) The following appendices of the 2015 International Fire Code are adopted and amended:

From the 2015 International Fire Code:

Appendix II-H —Site assessments for determining potential fire and explosion risks from underground flammable or combustible liquid tank leaks

Appendix B —Fire flow requirements for buildings

Appendix C —Fire hydrant locations and distribution

Appendix D – Fire Apparatus Access Roads

Appendix I – Fire Protection Systems – Non Compliant Conditions

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

Jake Hoffner, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum #17-182

To: City Manager
From: Finance Department
Date: August 16, 2017
Subject: Special Events Liquor License-VFW

We have received an application for a Special (on-sale) Liquor License for 1 day, September 30, 2017, from VFW (Colin Reisner, Quartermaster), 209 Cedar Street including the parking lot and Cedar Street from the North side of the building to 2nd 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 #17-179

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #17-27 / Resolution #17-33
Yankton Tax Incremental District Number Nine
Date: August 23, 2017

The Planning Commission recommended approval of Tax Incremental District Number Nine (TID #9) at their meeting on August 14, 2017. The action was subsequent to the required notification and public hearing process. The Planning Commission's recommendation included:

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

The proposed TID #9 represents one of the only performance based tools the City has to assist an underperforming property, the Yankton Mall. The purpose of the TID is not to provide revenue for the mall owners, but rather to help the property look better in hopes that aesthetic improvements will create business interest at the site. If the project does not result in increased business opportunities at the site, the project will at a minimum, make the property more appealing to the traveling public. The resolution establishes the district, recognizes the associated plan, and does a good job of outlining the items that are under review as a part of the process.

There is also an agreement associated with the creation of the TID. The agreement spells out the details of the fund disbursement. The agreement stipulates that the City will not incur any debt and will be held harmless in all respects. The agreement also stipulates a maximum proceed payment and maximum timeframe for payments to occur. The City will not pay out any proceeds from the TID increment that have not already been paid by the developer in taxes. Additionally, any shortfall of projected increment identified in the plan will mean a lesser payment to the developer. Based on these provisions, the contract is set up to be performance based. The Developer will not receive proceeds if development does not occur in a timely manner.

Between the Resolution and the TID Plan in your packet there is a two page summary. The first page provides some general information about the use of Tax Increment Financing in Yankton. The second page provides a snapshot of TID #9 being considered in this action.

Respectfully submitted,

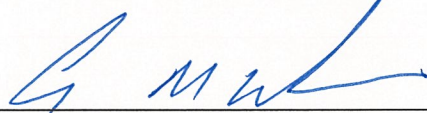


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve the referenced Tax Incremental District Number Nine by passing Resolution #17-33 and also authorize the execution of the associated TID Development Agreement.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll Call

RESOLUTION #17-33

RESOLUTION PROVIDING FOR THE CREATION OF TAX INCREMENTAL DISTRICT NUMBER NINE, YANKTON AND APPROVAL OF TAX INCREMENTAL DISTRICT NINE PROJECT PLAN

WHEREAS, the Planning Commission has recommended the creation of Tax Increment District Number Nine and adoption of a project plan for said district;

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

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

THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City declares the necessity for the creation of the Tax Incremental District Number Nine, City of Yankton pursuant to SDCL 11-9. Further, the City finds that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for economic development within the City.
2. **Findings of Economic Development.** The City Commission makes the following findings with regard to economic development:
 - a. Not less than twenty-five (25) percent, by area, of real property within the District is a blighted area as defined in SDCL 11-9-9 through 11-9-11;
 - b. The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District;
 - c. the proposed improvements to Mall will likely stimulate new tenants and reduce the vacancy of the Mall;
3. **Findings of Maximum Percentage of Tax Incremental Districts.** The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts, does not exceed ten percent of the total assessed valuation of the City.
4. **Creation of District.** There is hereby created, pursuant to SDCL 11-9, the Tax Incremental District Number Nine, City of Yankton (the "District"). The District is hereby created on the day this resolution becomes effective which shall be twenty days after publication.

TIF in Yankton

TIF = Tax Increment Financing. The process supported by South Dakota Codified Law that allows governmental entities to earmark increased proceeds from taxable improvements on identified property to retire the debt associated with the initial cost of project development.

TID = Tax Increment District. The specific identified location that a governmental entity chooses to apply the TIF process as a development tool.

The City of Yankton has been conservative in its use of TIF as a development tool. There have only been 8 TID's approved in Yankton with one of them being a re-write of an existing TID that included dissolving the previous TID. Historically, Yankton's conservative application of TIF as a development tool has only been applied to projects meeting two criteria:

1. The development is a part of a sector that the private market place is not able to address, or has chosen not to address at a level that meets the community's needs. For example, specific types of retail where the community experiences sales leakage, or specific types of housing that the private sector is not in position to develop.
2. The project clearly passes the "but for" test whereby the City Commission, with the assistance of staff and available documentation determines that the type of development proposed would not occur at the needed level "but for" the use of TIF as a development tool.

Ideally the private market place is able and willing to position itself in a way to address all of the community's needs in a timely manner and the City does not need to consider using development tools as a catalyst. The reality is that there are many variables involved that are beyond the control of local government. Therefore, there are instances when a proactive approach, like using TIF as a development tool may be the most practical way to help make sure the community's needs are being met.

The TID creation process does not remove taxable value from the tax rolls. It only withholds the taxes gained from new improvements for a period of time (not to exceed 20 years) while the debt associated with specifically restricted development costs in the district are retired.

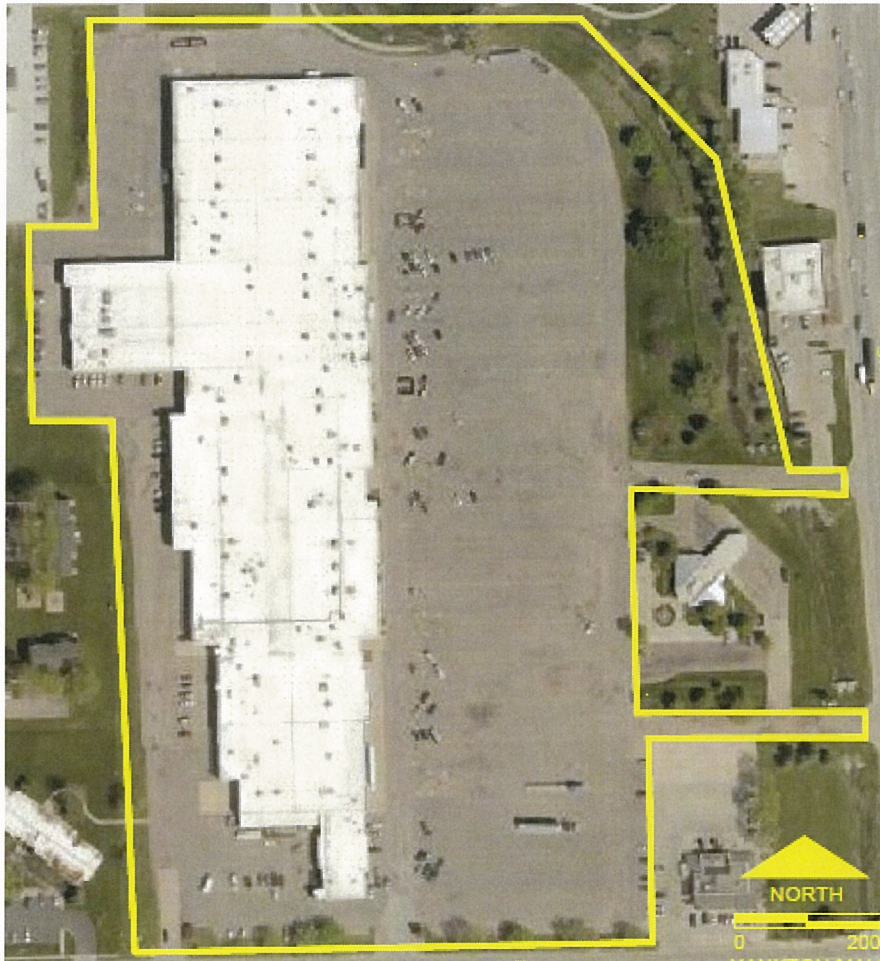
A very good example to reference when thinking about TID's is Fox Run. The property in Fox Run had a base assessed value of \$1 million prior to development in the late 1980's. The City Commission approved a TID plan for the area with the increment derived from the TID being used for land acquisition and infrastructure improvements. The value of the area today is over \$65 million. It is fair to say that without the TID some level of development would have occurred. It is also very obvious that without the TID, today's taxable value would be substantially less than it is. Now that the Fox Run TID has expired, all governmental entities and members of the community benefit every year from the increased value directly attributable to the initial creation of the TID.

Consideration of Yankton Tax Incremental District Number 9 Yankton Mall

TID #9 proposal at a glance:

- TID #9 is an attempt to capture the increment created by new development on the Yankton Mall's property to help with mall façade improvements.
- If approved, proposed new development creating the increment is a 68 room Fairfield Inn and Suites by Marriot. Other development that creates increment on the site is possible.
- As with all TID's, there will be a contractual document (Development Agreement) that will clearly state the City's position and owner requirements. Contractual requirements will include but are not limited to:
 - ✓ None of the proceeds from the increment created will go to the hotel developer. It is not the intent of the TID to incent the hotel project.
 - ✓ The proceeds will be provided to the mall owner for the specific purpose of façade improvements. The City will be in control of the funds. Release of the funds to the owner or their lender will be tied to performance criteria. Funds will be dispersed incrementally as they are available and only if commensurate components of the project have been completed.
 - ✓ The elevation / conceptual drawing in the plan is intended to portray the general look of the proposed project.
 - ✓ The City will not incur any debt associated with potential for repayment for the project.
 - ✓ One of four occurrences will terminate the TID.
 1. The TID maximum of \$2,000,000 is reached.
 2. The project is deemed complete by the City prior to the maximum \$2,000,000 of proceeds are provided to the owner.
 3. 20 years has passed since adoption of the TID.
 4. The City terminates the TID because of lack of performance by the developer / owner.
 - ✓ The developer will be required to waive their right to the County's Discretionary Formula. The Discretionary Formula is a graduated formula (discounted) tax reduction during the first five years of commercial projects like this.
 - ✓ Approval of the Tax Incremental District is subject to the South Dakota Department of Revenue review and approval.

Tax Incremental District
Number 9
City of Yankton, South Dakota



Yankton Mall
In conjunction with
DP Management, LLC

Prepared by Dougherty & Company LLC
July 2017

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Introduction – The Project

Tax Increment Financing (TIF) is an incentive utilized by local governments to attract private development and investment. New investment equals new jobs, more customers, and in turn, more investment opportunity. The incentive can also help attract and retain existing businesses and workers that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more money for the community. Tax Increment Financing helps to overcome costs that often prevent redevelopment and private investment from occurring in the community. As a result, the TIF area itself improves and property values increase.

Specifically, money for improvements and other incentives comes from the growth in property valuations and the corresponding property tax revenues — the tax increment. A tax increment is the difference between the amount of property valuation present within the TIF district before TIF district designation and the amount of property valuation increase due to the creation of a TIF district. Property taxes collected on the original valuation existing in the TIF at the time of its designation continue to be distributed to the city, school district, county and all other taxing districts in the same manner as if the TIF district did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF district are available for use by the counties or cities to fund projects costs in the TIF district.

In addition to increasing property valuation, creating a Tax Increment District for the benefit of economic development can mean retaining and creating more jobs. Today's business climate allows corporations the flexibility to call any state in the union their home. It is up to local communities to attract and retain companies to their communities. Using Tax Increment Financing is one of the most powerful economic development tools to help communities achieve their goals.

A local government, per South Dakota Codified Law, Chapter 11-9, can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be recommended for approval by the County or City Planning Commission and the County or City Commission/Council.

DP Management, LLC, a member of the Dial Companies, provides a wide range of commercial real estate services from its headquarters in Omaha, Nebraska to customers and partners. DP Management's ability to combine a powerful Midwest presence and its relationship with municipalities creates a broad impact on the ability to perform quick and precise strategies for redevelopment.

The primary objective of City of Yankton TIF Number Nine is to breathe new life into the Yankton Mall. Due to declining sales, utmost importance is recognized to create an updated, appealing aesthetic to attract new retail stores and retain local customers. The mechanism to drive this redevelopment will be the building of a 68 room Fairfield Inn and Suites by Marriott.

It must be noted that the TIF WILL NOT directly benefit the Fairfield Inn and Suites. Rather, it will be the increment from the hotel that will be used to make façade and public infrastructure improvements to the Yankton Mall. The Developer of the hotel has agreed to waive the discretionary formula for his property, ultimately accelerating the TIF property tax revenue for the Mall updates.

The retail world has drastically changed in recent years with consumers progressively pursuing internet purchases, ranging from big ticket items to everyday goods. This makes it vital for local retailers to offer an experience to someone going into their store that the consumer cannot receive online. Despite the increasing variety of ways in which we can purchase items, the in-store experience is still the first thing that springs to mind for the majority of people when thinking of a retailer. Whether it be through great customer service, a pleasant shopping atmosphere, or an enjoyable checkout experience, retailers are looking to create an in-store environment which will offer something different than their competitors. Ultimately, they must continually improve to entice a consumer to make a trip to their store rather than shop online.

In 2016, retailing generated 5.9 percent of the U.S. gross domestic product, almost twice as much as the housing industry. Nationally, retailers generate nearly five million jobs. Many of these are entry-level positions, providing solid training on dealing with the public, and exhibit the importance of basic skills such as math and professionalism.

Unfortunately, Yankton Mall has experienced multiple store closings or relocations in the last three years including, but not limited to:

- Maurices - 7/31/2014
- Optical Expressions - 8/31/2014
- Schwesers - 2/28/2016
- Godfather's Pizza - 2/28/2017
- Aaron's Rental - 4/25/2017
- Payless - 6/30/2017
- JCPenney - announced closing of 7/31/2017

In addition, the City of Yankton has seen additional retail closures of Kmart, Cherry Berry, Dollar Loan Centers, and Muggsy's Sub Galley. The sales tax revenue shows the impact of these closures, dropping 6.3 percent in the last month and reporting an underperforming 0.5 percent increase from this time last year.

The time is critical for the City to intensify their efforts to build and protect a long-lasting local economy. Yankton is a center of tourism and recreation. Not only does Lake Yankton and the Lewis & Clark Recreation Area attract over two million visitors each year, but the City also hosts various events annually, bringing over 138,000 visitors to the community. Ensuring a strong local retail presence will allow both the City and the State to benefit from the sales tax dollars that are spent in the area every year.

Purpose & General Definitions as used in this Plan

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within Yankton County, South Dakota, and specifically located within the city limits of the City of Yankton.

As such, the creation of City of Yankton TIF #9 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City of Yankton Planning and Zoning Commission along with the City Commission.

The purpose of this Plan, to be implemented by the City of Yankton, South Dakota is to satisfy the requirements for a Tax Increment District Number 9 as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility and fiscal impact of the District.

This Plan was prepared for adoption by the City Commission in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development and accomplish the City's development objectives for improving the continued viability by promoting economic development within the City

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development throughout the District.

Development in the area is anticipated to occur starting in September of 2017 with the potential for tax increment financing from the development of a Fairfield Inn and Suites by Marriott, along with a small conference center facility, to provide the impetus and means to undertake this development at faster pace than might occur otherwise. More importantly, this endeavor will ensure the life of local retail continues for generations to come.

The following terms found in this Plan are defined as the following:

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

"Blighted or Economic Development" SDCL § 11-9-8.

- (1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

(2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

"City Council Commission" means the governing body of the City of Yankton, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31st.

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

"Developer" means DP Management, LLC

"Developer's Agreement" means the agreement between Developer and City of Yankton concerning this Tax Incremental District.

"District" means the Tax Incremental District.

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

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

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

"Governing body" means the Yankton City Commission, South Dakota.

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

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Planning Commission" means the Yankton City Planning Commission South Dakota

"Plan" means this Project Plan.

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

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

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

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

"Tax Incremental District" means a contiguous geographic area within a County defined and created by resolution of the governing body and named City of Yankton Tax Incremental District #9.

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

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

Creation of City of Yankton, South Dakota TID #9

Representatives of the Developer have approached officials with City of Yankton regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist in the Project Costs within the Plan on land located within City of Yankton South Dakota. As presented by the Developer, the TID will consist of using the TIF revenue from the construction of the Fairfield Inn and Suites By Marriot to finance the much needed improvement and updates to the façade of the north end of the Yankton mall. The initial beautification will include a strip mall appeal, new, larger sidewalks in front of storefronts, and modernized landscaping.

Property within Tax Increment District #9

The real property to be located within the Tax Increment District is within City of Yankton, described as follows:

Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South Dakota

Taxable Value of City of Yankton

State law requires that tax increment districts cannot exceed ten percent of the taxable value of City of Yankton for payable 2017. This value for City of Yankton is approximately \$810,892,434. The base value of the taxable property for inclusion into this Tax Incremental District #9, as estimated but not yet verified by Yankton County DOE is estimated at \$2,423,800.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

Total base value of active TIF Districts in City of Yankton, South Dakota is as follows:

Yankton City	
Tax Increment District	Base Value
1	Expired 2012
2	\$ 292,290
3	N/A
4	Expired 2010
5	\$ 102,234
6	\$ 76,631
7	\$ 136,600
8	not finalized
9	\$ 2,423,800
Total \$ 3,031,555	

City of Yankton Current Taxable Value	\$ 810,892,434
All TIF Base Value must be less than 10%	\$ 81,089,243

The total value of all active TIF districts in City of Yankton is less than ten (10) percent of total taxable value in the City. Using the estimates provided – even without knowing TID #8’s value and with TID #9 included – the total Tax Incremental Districts combined is less than 0.5 percent when compared to the 2017 Taxable Valuation.

Kind, Number, Location and Detailed Costs of Proposed
Public Works and Improvements. SDCL § 11-9-13(1).

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred. The Project Costs include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto.

All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota Law

Costs of Public Works or Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

The following are estimated costs of the Project:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs) ²	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District		11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$2,000,000	11-9-15(8)
Eligible Project Costs		\$2,000,000	

¹District shall mean the Tax Increment District.

²SDCL §11-9-15 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

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

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

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

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

(6) Relocation costs;

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

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

All of the above are estimates of the costs involved in the project, and the actual total may be greater or smaller. An itemized listing of the estimated costs is set forth on Schedule 1, as well as listed below. Because the cost estimates are only estimated costs, the total authorized TID costs is estimated at \$2,000,000. This amount is the controlling value with respect to authorized TID Project Costs, rather than the particular line item amounts contained in the above Chart and Schedule 1. The line item categories proposed are for guidance only, and actual costs will be determined upon completion of the improvements. The above total represents eligible Project Costs. Only such amounts as are feasible will be allowed by the City or by monetary obligation.

Although the TIF revenue projections are showing feasibility of approximately \$1,000,000 for costs and proceeds, an amount of \$2,000,000 is being used as the maximum amount. This is due to outlots within the TID boundaries that have the potential for development, which, in turn, would generate more tax increment revenue. All revenue generated from the hotel and future developed lots WILL ONLY be dedicated to façade, landscaping, utilities and public improvements of the Yankton Mall.

Expenditures Exceeding Estimated Cost

Any expenditures, which in sum would exceed the total amount of the TID amount of \$2,000,000, will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Not less than 50% of the area within the proposed district will stimulate and develop the general economic welfare and prosperity of the state through commercial, manufacturing and agricultural development as evidenced by the Economic Development Study attached as Schedule 3.

Fiscal Impact Statement

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Method of Financing, Timing of Costs and Monetary Obligations

The payment of Project Costs is anticipated to be made by the City to Developer from the special fund of the Tax Incremental District. SDCL § 11-9-13(5). Pursuant to the Developer's Agreement, the City will pay to the Developer all available tax increment funds it receives from the District.

Maximum Amount of Tax Incremental Revenue

The maximum amount of tax incremental revenue bonds or monetary obligations to be paid through Tax Increment District #9 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$2,000,000 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District. The final terms and conditions will be set forth in the Developer's Agreement

Duration of Tax Incremental Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration **shall not exceed 20 calendar years** of revenue from the date of creation of the District.

Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The site will generate taxes to the local jurisdictions at or above the assessed value of the base. All taxing districts shall receive the taxes from that base which will be the value set for 2017 taxes payable in 2018. The tax increment will be available to the taxing jurisdictions at or before twenty years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

Mechanisms are built within State Codified Law to ensure that school districts are held harmless by TIF districts for their General and Special Education Funds. For these purposes, law (SDCL 13-13-10.2) defines three classifications of TIFs:

- Economic Development - Any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district
- Industrial – Any factory or any business engaged primarily in the manufacturing or assembly of goods, the processing of raw materials, and the wholesale distribution of products for resale
- Other or Local – Any tax incremental districts that do not fall under Economic Development or Industrial

All school districts are funded through the State Aid to Education formula. The two primary channels of the formula are State Aid and Local Effort. Multiple agencies of the State of South Dakota calculate the amount of General Fund monies to be distributed to school districts each year through the State portion. Local Effort is considered the amount of revenue that is generated by local property taxes at maximum levies.

If a TIF is classified as Economic Development or Industrial, the school funding that would be generated by the increment valuation is considered lost Local Effort and is paid through the State Aid side of the formula. If a TIF is classified as "Other", the affected school district funding must be recouped through local effort in the form of an additional levy added to the General and Special Education Funds. In either scenario, the school district receives the financial need associated with the increment valuation.

Yankton TIF #9 will be classified as Economic Development; therefore, any lost Local Effort will be covered through the State Aid to Education Formula.

Conditions Map, Improvements Map, Zoning Change Map

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

Changes to the City of Yankton Comprehensive/Master Plan/ Map, Building Codes & County Ordinances per SDCL § 11-9-16(4)

No changes to City ordinances nor the City Master Plan are required.

List of Estimated Non-Project Costs

The following is a list of the non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item Phase I	Amount
Fairfield Inn and Suites by Marriot	\$4,000,000
TOTAL	\$4,000,000

Statement of Displacement and Relocation Plan

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

Performance Bond, Surety Bond or other Guaranty

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

List of Schedules

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

SCHEDULE 5 - Estimated Captured Taxable Values

List of Attachments

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions map, SDCL § 11-9-16(1)

Attachment 3- Improvements map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

Schedule 1 – "Detail of Project Costs"

Kind of Project	Number of Projects	Location ⁴	Amount	Reference ⁵
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs)		District		11-9-15(1)
Financing Costs		District		11-9-15(2)
Real Property Assembly		District		11-9-15(3)
Professional Fees		District		11-9-15(4)
Administrative Costs		District		11-9-15(5)
Relocation Costs		District		11-9-15(6)
Organizational Costs		District		11-9-15(7)
Discretionary Costs and Grants	1	District	\$2,000,000	11-9-15(8)
Eligible Project			\$2,000,000	

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

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

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

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

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

(6) Relocation costs;

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

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

Estimates TID Eligible of Project Costs Requested

The City of Yankton has determined that this will be an economic development Tax Incremental District, thus the eligible cost will be in the form of a infrastructure grant that will not exceed \$2,000,000 This is a permitted use under SDCL 11-9-15. Although the TIF revenue projections are showing feasibility of approximately \$1,000,000 for costs and proceeds, an amount of \$2,000,000 is being used as the maximum amount. This is due to outlots within the TID boundaries that have the potential for development, which, in turn, would generate more tax increment revenue. All revenue generated from the hotel and future developed lots will only be dedicated to façade and public improvements of the Yankton Mall.

11-9-15. Specific items included in project costs. Project costs include:

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

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

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

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

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

(6) Relocation costs;

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

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

Schedule 2 - "Economic Feasibility Study"

The City has been asked to create a Tax Increment District to help offset the expansion associated with project. This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

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

Tax increment financing is permitted only in connection with a "Project Plan" duly adopted by the City. The property is currently taxable at \$2,423,800. The improvements to be made to the property are estimated to add to the assessed valuation. The estimated increment resulting from the improvements would be approximately \$3,500,000 in new taxes once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

Although the TIF revenue projections are showing feasibility of approximately \$1,000,000 for costs and proceeds, an amount of \$2,000,000 is being used as the maximum amount. This is due to outlots within the TID boundaries that have the potential for development, which, in turn, would generate more tax increment revenue. All revenue generated from the hotel and future developed lots will only be dedicated to façade and public improvements of the Yankton Mall.

For purposes of this Project Plan, the Developer is projecting that a hotel and small convention center / meeting rooms will be built and fully developed by calendar year 2018. The renovations to the Yankton Mall façade, is expected to be completed by 2018

The City's role is to simply act as a conduit for the revenue and pass on all positive increment to the Developer, of which, will never exceed \$2,000,000 in total payments, or 20 years, whichever comes first.

It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due, whether by means of a taxable bond or loan. The actual repayment schedule may change, but all principal and interest shall be paid within the life of the TID. Utilizing the information regarding expected increment valuation and tax generation,

it is possible to estimate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

For purposes of this Project Plan, it is anticipated no increment generated by City TID #9 will be available until the earliest of calendar year 2019 and thereafter. The calculation of the estimated tax increment valuation and tax generated for City of Yankton TID #9 is presented in the table below.

TID Tax Revenue Estimates Available for City of Yankton

City of Yankton Tax Increment District #9 Revenue Assumptions / Feasibility Study										
Assumed Base Value		\$ 2,423,800.00								
Construction Year	Valuation Year	Revenue Year	Valuation Increment	Total School Levy "Other"	County Mill Rate	City of Yankton	James River Water	Total Mill Rate*	Total Revenue Increment	Total Increment for Debt Service
2017	2018	2019	\$ 1,000,000.00	12.054	3.429	3.362	0.063	18.908	\$ 18,908.00	\$ 18,908.00
2018	2019	2020	\$ 2,500,000.00	12.054	3.429	3.362	0.063	18.908	\$ 47,270.00	\$ 66,178.00
2019	2020	2021		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2020	2021	2022		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2021	2022	2023		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2022	2023	2024		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2023	2024	2025		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2024	2025	2026		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2025	2026	2027		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2026	2027	2028		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2027	2028	2029		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2028	2029	2030		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2029	2030	2031		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2030	2031	2032		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2031	2032	2033		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2032	2033	2034		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2033	2034	2035		12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
2034	2035	2036	Final Year of Revenue	12.054	3.429	3.362	0.063	18.908	\$ -	\$ 66,178.00
									\$	1,143,934.00

Assumptions
 In 2017 it is assumed only 25% will be assessed
 In 2018 it will be fully completed for valuation
 It is assumed that the new hotel will have a taxable valuation of \$3.5M due to having more rooms and new construction

* Assumes Mill Levies remain constant for the duration of the TIF

Note: These numbers are for projection purposes only and do not reflect what the actual number(s) may be. The projection numbers are based on assumptions provided by the developer.

Schedule 3 – “Economic Development Study”

Introduction

The City of Yankton has been approached concerning the creation of a tax increment district (TID) located within City limits. Per South Dakota Codified Law 11-9-8, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

Project Area Boundary

The Project boundaries are described and depicted on the maps in Attachments 1 and 2 of this Plan.

Section 3 - Establishing Economic Development

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The definition of Economic Development for State Aid to Education Formula purpose is any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial. The proposed City of Yankton TID #9 meets both these criteria.

The area within the TID boundaries consists of 4 parcels – the main mall building, the mall parking lot, and an out lot – that when fully developed will have an modernized mall structure and a new hotel.

Section 4 – Finding That the Improvements to the Area Are Likely To Enhance Significantly the Value Of Substantially All Of The Other Real Property In The District

It is definitively found that once the improvements set forth within the Project Plan are initiated, the improvements will enhance significantly the value of substantially all of the other real property in the district.

Section 5 – Conditions Within The Project Area; Land Use And Planning Land Use, Planning And Comprehensive Plan

The City of Yankton Comprehensive Plan is consistent with the proposed use of the District.

Section 6 – Findings within the Project Area Analysis

It is found that not less than 50%, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources. It is also found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accordance with SDCL 11-9-8.

The Project area currently consists of 4 parcels that will be developed into a updated mall facade and a new hotel structure. The developer is projecting the construction expenditures for the hotel are expected to be \$4,000,000. The developer is projecting the renovation costs to the shopping mall structure to be no more than \$1,000,000

The investment of more than \$5,000,000 in the Project area will stimulate and develop the general economic welfare and prosperity of the State through the promotion of employment and advancement of commerce during the construction period. The development will cause more employment and generate additional workforce housing.

Schedule 4 - "Fiscal Impact Statement for Yankton TID #9"

Introduction

A fiscal impact statement shows the impact of the TID, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District. The following fiscal impact statement is intended to provide only a brief analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13(4). It is not intended to challenge a more detailed, complete financial analysis.

Definitions

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

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

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

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Yankton, Tax Increment District Number 9.

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

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

Assumptions

1. The property will have improvements which at completion is estimated at taxable purposes at \$3,500,000
2. The average tax levy of all taxing districts will be \$18.908 per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2019 and end prior to 2037.
4. The discretionary formula will be waived by Developer.

Schedule 5 – "Estimated Captured Taxable Values"

For purposes of this Project Plan, with relation to the hotel only and no other outlots except the hotel, **Developer will elect not to use the real property tax discretionary formula** currently utilized in City of Yankton, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5. Should other out-lots be sold, those business maintain the right to apply for the discretionary formula.

* Actual valuation shall depend upon the value determined by the Yankton County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections are estimated to be at the maximum range of \$4,400,000 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2019, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions:

2017 Property Tax Rate

2016 Payable in 2017	\$ per \$1,000 assessed
Yankton County	\$ 3.429
City of Yankton	\$ 3.362
Water Conservation Dist	\$ 0.063
<u>School District "Other"</u>	<u>\$ 12.054</u>
Total Tax Levy	\$ 18.908

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

Attachment 1

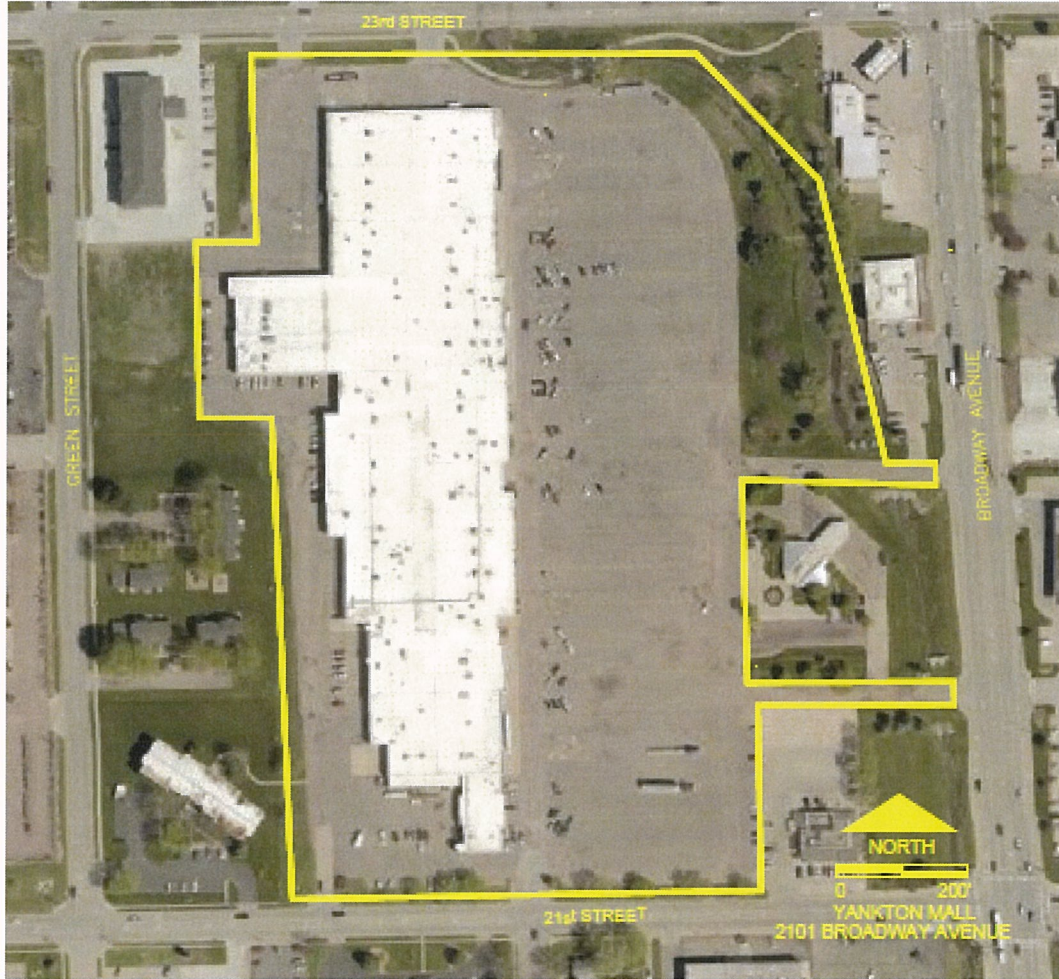
Descriptions of Real Property:

Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South Dakota

Attachment 2

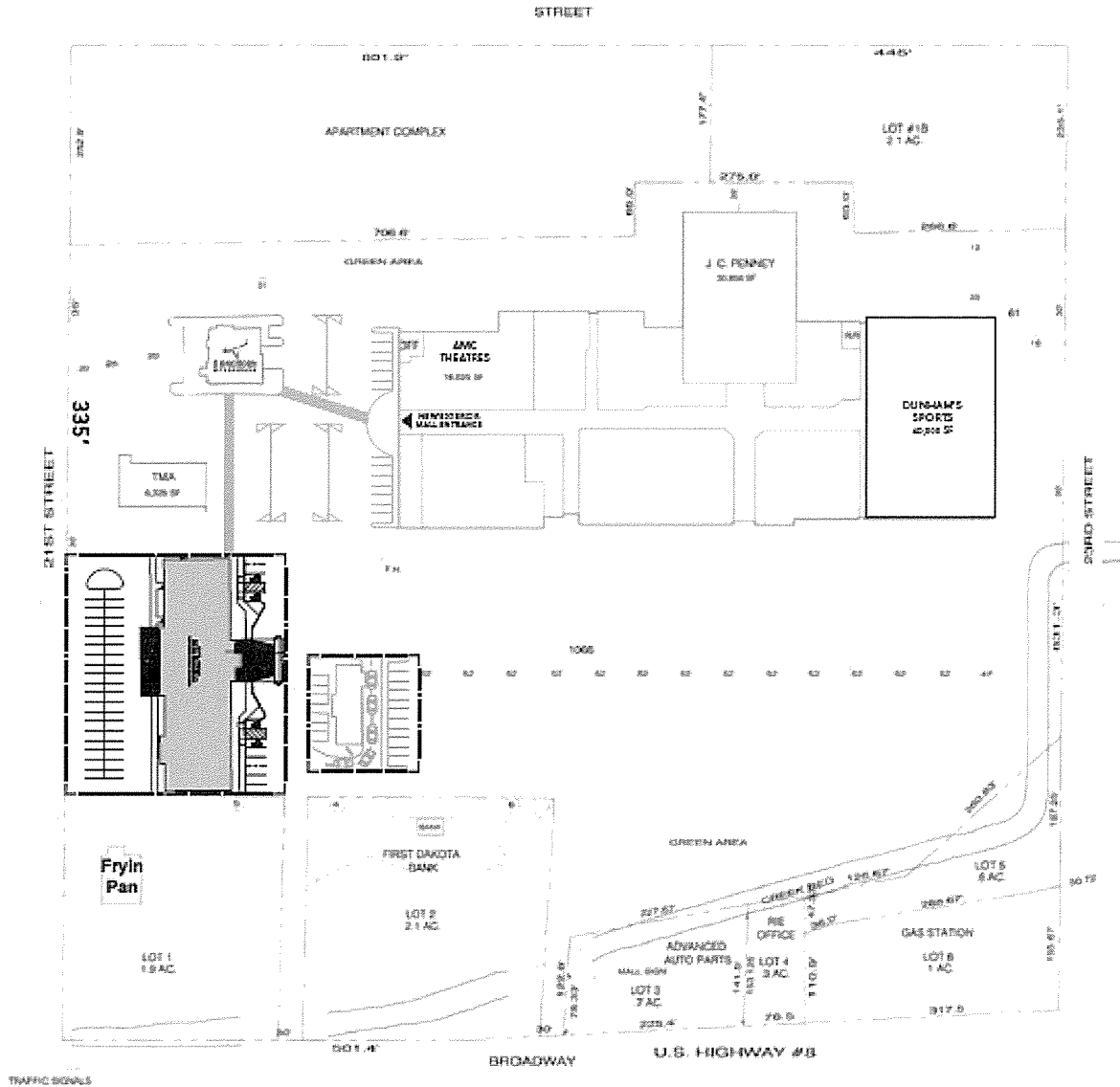
Conditions picture for City of Yankton Tax Incremental District #9, SDCL § 11-9-16(1)

The following is a picture showing the current conditions of the proposed location of TIF #9

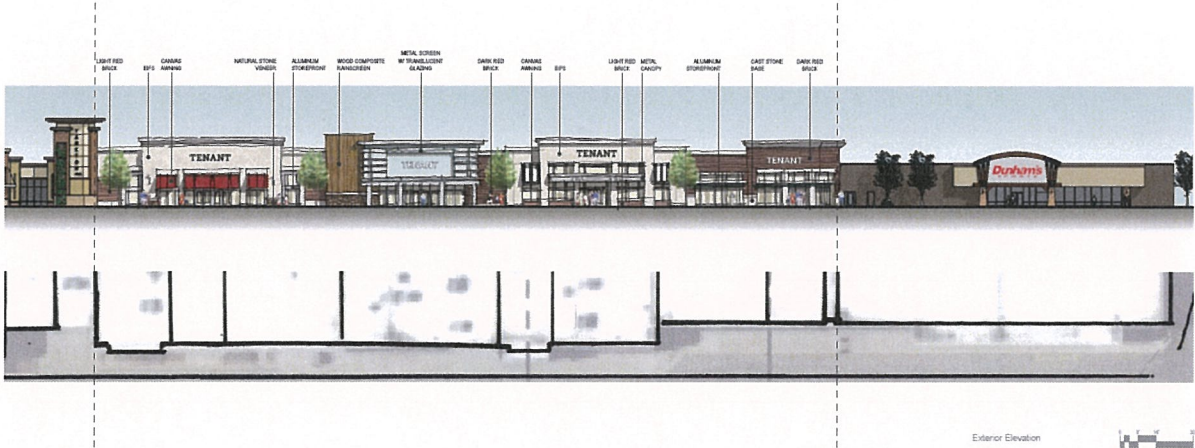


Attachment 3

Improvements map for City of Yankton Tax Incremental District #9, SDCL § 11-9-16(2). The following is a plat map of the Tax Increment District. It should be noted that the developer is intending on further developing outlots for restaurants, but for TIF purposes, only the increment of the Hotel is being projected.



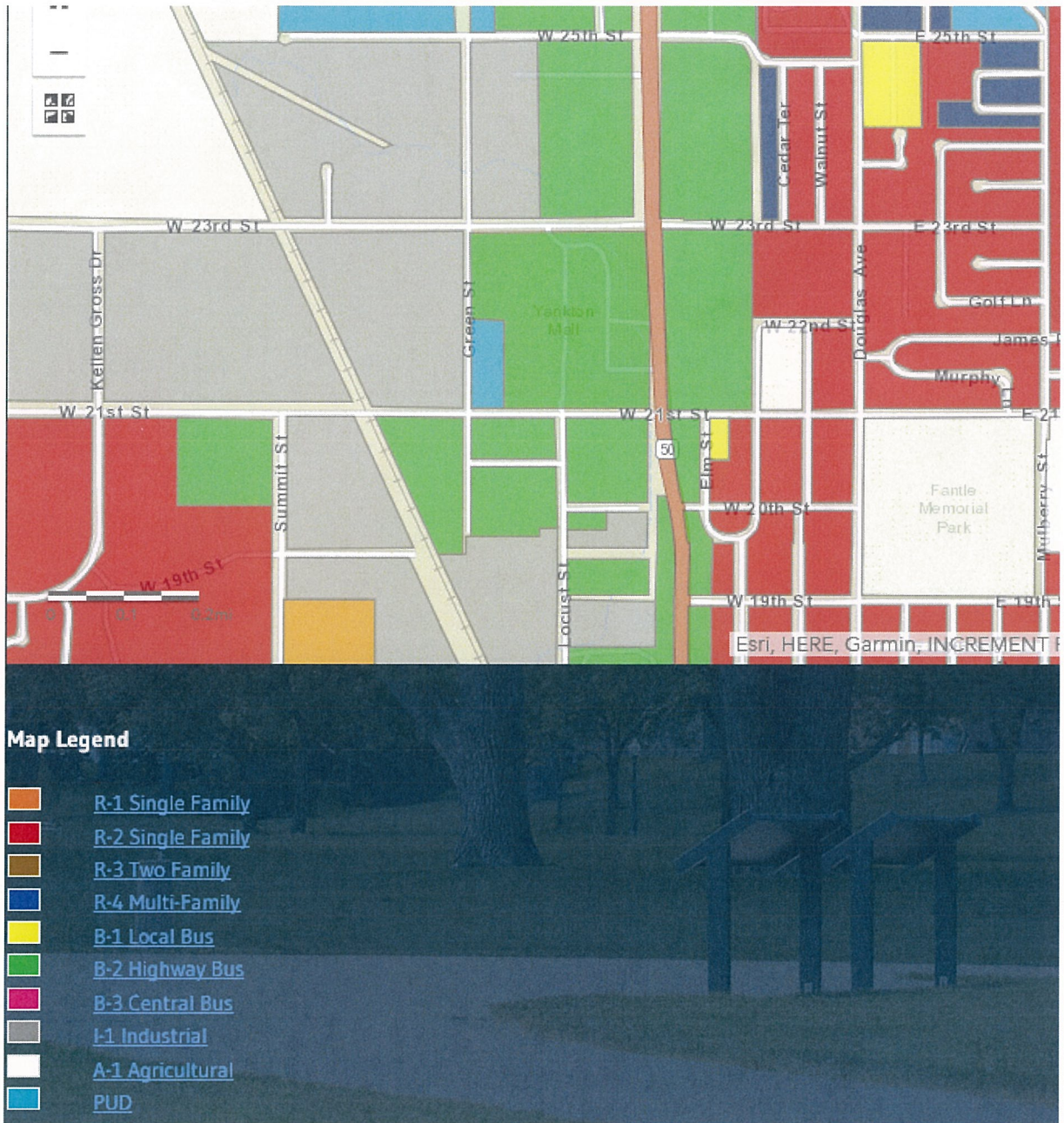
The following depicts a rendering of the façade improvements



Attachment 4

Zoning Change Map for City of Yankton Tax Incremental District #9, SDCL § 11-9-16(2).

- No proposed changes



DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF YANKTON, SOUTH DAKOTA

AND

YANKTON-OMAHA LIMITED PARTNERSHIP,

A NEBRASKA LIMITED PARTNERSHIP

CONCERNING

TAX INCREMENT FINANCING

YANKTON COUNTY,

SOUTH DAKOTA

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THIS DEVELOPMENT AGREEMENT, pursuant to Resolution No. 17-33, passed and approved on August 28, 2017 is entered into by and between the CITY OF YANKTON, SOUTH DAKOTA (hereinafter called “City”) and YANKTON-OMAHA LIMITED PARTNERSHIP, a Nebraska limited partnership (hereinafter called “Developer”).

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in economic development; and

WHEREAS, by Resolution No.17-33 dated August 28, 2017 pursuant to Chapter 11-9 of the South Dakota Codified Laws (as amended), (hereinafter called the “Act”), City created Tax Increment District (the “District” or “TID”) in accordance with the Act, to promote development of the TID Property, which development would not otherwise occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the Act authorizes the expenditure of funds derived within a TID for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City establishing TID, for grants, costs of improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act (“Project Costs”); and

WHEREAS, on August 28, 2017 by a City Resolution No. 17-33, the City adopted and approved the Tax Increment Project Plan providing for development of TID Property.

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

Article I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement and of any amendment, have the meanings herein specified:

“**City**” and “**Developer**” shall have the meanings specified above.

“**Act**” shall mean the Chapter 11-9 of the South Dakota Codified Laws, as defined above and as may be amended from time to time.

“**Agreement**” shall mean this document by and among City and Developer, which may be amended from time to time, pursuant to the provisions contained herein and which shall constitute both an obligation under Section 6-8B-1(1) of the Act and a grant under Section 11-9-1(3) of the Act.

“**Available Tax Increment Funds**” shall mean solely the positive tax increments of the District;

“Construction Schedule” shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement, which timetable is more particularly set forth in Exhibit C, attached hereto and incorporated herein for all purposes and which timetable may be amended from time to time pursuant to the provisions of this Agreement.

“District” means Tax Increment District.

“Effective Date” shall mean the date this agreement is signed by City and Developer, authorizing the execution of this Agreement by City.

“Grant” shall have the meaning set forth in the Act.

“Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit A, the Project Plan as (either or both) may be amended from time to time. All Improvements shall not constitute “public improvements” as defined by SDCL §5-18A-1(22).

“Phase” shall mean a portion of the Project that is being constructed by Developer out of the TID Property being redeveloped together during a specific timeline.

“Project” shall have the meaning specified in paragraph 3.1 of this Agreement, and as more specifically detailed in the Project Plan as (either or both) may be amended from time to time.

“Project Costs” shall have the meaning specified above.

“Project Plan” shall mean the final Project Plan as defined in the Act, as approved and as may be amended from time to time by the City.

“Infrastructure Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit A, the Project Plan as (either or both) may be amended from time to time.

“TID” shall have the meaning specified above.

“TID Property” shall mean the real property subject to the Project Plan, which is more particularly described in Exhibit B.

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

Article II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Obligation. City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District semi annually until the time set forth in Article XXIII.

Section 2.03 Grant. The right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act. The Grant is a personal property right vested with Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement.

Section 2.04 No Certificated Tax Increment Revenue Bonds. City and Developer represent that they understand and agree that the City shall not issue any certificated tax increment revenue bonds to cover any costs directly or indirectly related to Developer's improvement of the TID under this Agreement. This agreement shall constitute the only obligation payable at a future date.

Section 2.05 Tax Increment District. City represents to Developer that as of the date hereof that the TID is a Tax Increment District established by City pursuant to Resolution Number 17-33 passed and approved on August 28, 2017 and has authority to carry on the functions and operations contemplated by this Agreement.

Section 2.06 Developer's Representations. Developer represents to City:

(a) that Developer is a limited partnership organized in the State of Nebraska and qualified to do business in the state of South Dakota;

(b) that Developer has the authority to enter into this Agreement and to perform the requirements of this Agreement;

(c) that Developer's performance under this Agreement shall not violate any applicable judgment, order, law or regulation;

(d) that Developer's performance under this Agreement shall not result in the creation of any claim against City for money or performance, any lien, charge, encumbrance or security interest upon any asset of City; and

(d) that Developer shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital; and that Developer owns the TID Property.

(e) that Developer does hereby waive any discretionary formula the City has in place.

Section 2.07 Approvals. City and Developer represent each to the others that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

Section 2.08 Assignment of Payments. The City represents that Developer may rely upon the payments to be made to it solely out of the Available Tax Increment Funds as specified in this Agreement and that Developer may assign its rights to such payments, either in full or in trust, for the purposes of financing its obligations related to this Agreement, but Developer's

right to such payments is subject to the other limitations of this Agreement. The City will issue a check or other form of payment made payable to the Developer or its assigns.

Section 2.10 Continued Cooperation. City and Developer represent each to the others that it shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

Section 2.11 Completion of Improvements. City and Developer represent that they understand and agree that Developer shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule attached as Exhibit C.

Section 2.12 No General Obligation of the City. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor construed to be, a general obligation of the City. The Agreement is payable only out of the account created under §11-9-31 of the Act. **THIS AGREEMENT SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY NOR A CHARGE AGAINST ITS GENERAL TAXING POWER.** Developer shall bear all risks including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the project, changes in interest rates or capital markets, changes in development code requirements, default by tenants, unanticipated effects covered under legal doctrine of force majeure, and/or other unanticipated factors.

Section 2.13 Pledge of the State. The State of South Dakota pursuant to Section 11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

Article III. THE PROJECT

Section 3.01 The Project. The Project shall constitute as may be amended from time to time and include the design, construction, assembly, installation and implementation of project described on Exhibit A. Further the parties agree that in the event Developer makes more improvements on the Property shown on Exhibit A, and develops future outlots and improvements to the property that increase incremental tax revenue from the base year 2017, the Developers and City shall amend this agreement including Exhibit A and pay to Developer the additional tax increment funds as set forth in section 2.01.

Section 3.02 The Infrastructure Improvements. The Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the project costs described on Exhibit A.

Section 3.03 Construction of the Infrastructure Improvements. Improvements as per statute shall be constructed by the Developer through private contract and paid by private funds. The City shall not bid nor contract any improvement described in this Agreement nor shall it

expend any of its credit or funds for any improvements.

Section 3.04 Financing of the Project and Improvements. The cost of the Project and Improvements and all other improvement expenses associated with the Project shall be through the use of Developer's own capital or through commercial or private construction loans/lines of credit secured solely by Developer. Developer may use any or part of the TID Property as collateral for the construction loan or loans as required for the financing of the Project. THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

Article IV. DUTIES AND OBLIGATIONS OF DEVELOPER

(a) Developer agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. Developer agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. Developer also agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the subdivision of property and construction of improvements to the TID Property. The City and Developer acknowledge that the color, material, design, height and width of the improvements may be modified, if requested or necessary by any future tenants in the TID Property. The modifications shall be submitted with the plans and specifications necessary to be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Developer shall prepare, or cause to be prepared plans and specifications for the Infrastructure Improvements in each Phase prior to starting any construction in said Phase. Developer shall not commence any construction on the Project until the plans and specifications for each Phase have been approved in writing by the appropriate department of City.

(c) Developer agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the final plans and specifications approved by the appropriate department of City. Developer also agrees to provide periodic reports of such construction to City upon reasonable request. Should the Developer deviate substantially from the approved plans, the City reserves the right to withhold any and all Tax Increment Revenue until both parties have agreed to a mutually acceptable design.

(d) Developer shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(e) Developer agrees to commence and complete the Project in substantial accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third

parties, or any circumstances reasonably beyond Developer's control, then at City's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) Developer shall pay monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by Developer in regard to the development of the TID Property for all areas owned by Developer during construction of the Project, and for so long as Developer owns those areas.

(g) Developer shall cooperate with the City in providing all necessary information to City in order to assist the City in complying with this Agreement.

(h) Developer is fully responsible for all costs associated with the TIF preparation, debt placement, legal, publication of notices filing fee's etc. The Developer acknowledges that the City has the full right to withhold any increment to satisfy any outstanding invoices that were incurred and related to Tax Increment District and will direct the positive increment to the TIF related costs until fully paid.

Article V. DUTIES AND OBLIGATIONS OF THE CITY

The City does hereby pledge all Available Tax Increment Funds as full reimbursement to Developer, up to the maximum total amount specified in this Agreement.

Article VI. INSURANCE

Developer shall maintain a policy of liability insurance, acceptable to the City, with liability limits of at least one million dollars \$1,000,000 that names the City of Sully as an additional insured. Such a policy shall remain in effect until the City accepts the improvements.

Article VII. DEFAULT AND TERMINATION

In the event that Developer fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the terms of this Agreement, City may terminate this Agreement if Developer does not take adequate steps to cure its failure within ninety (90) calendar days after receiving written notice from City requesting the failure be cured.

Article VIII. INDEMNIFICATION

Developer covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City (and the elected officials, employees, officers, directors, and representatives of City) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon City directly or indirectly arising out of, resulting from or related to Developer's negligence, willful

misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of Developer, any agent, officer, director, representative, employee, consultant or subconsultants of Developer, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to City under South Dakota Law and without waiving any defenses of the parties under South Dakota Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Developer shall promptly advise City in writing of any claim or demand against City related to or arising out of Developer's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Developer's cost to the extent required under the Indemnity in this paragraph. City shall have the right, at their option and at their own expense, to participate in such defense without relieving Developer of any of its obligations under this paragraph.

Article IX. LIABILITY

As between City and Developer, Developer shall be solely responsible for compensation payable to any employee or contractor of Developer, and none of Developer's employees or contractors will be deemed to be employees or contractors of City as a result of the Agreement. To the extent permitted by South Dakota law, no director, officer, employee or agent of City shall be personally responsible for any liability arising under or growing out of this Agreement.

Article X. EXAMINATION OF RECORDS

City reserves the right to conduct examinations, during regular business hours and following notice to Developer by City, of the books and records related to this Agreement no matter where books and records are located.

Article XI. NON-WAIVER

Any provision of this Agreement may be amended or waived if done in writing and is signed by City, through a Resolution passed and approved by its City Commission and Developer. No course of dealing on the part of City, or Developer nor any failure or delay by City or Developer in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

Article XII. ASSIGNMENT

- (a) All covenants and agreements contained herein by City shall bind their successors and assigns and shall inure to the benefit of Developer and their successors and assigns.
- (b) City may assign their rights and obligations under this Agreement, to any governmental Entity without prior consent of Developer. If City assigns their rights and obligations under this

Agreement then City will send Developer written notice of such assignment within fifteen (15) days of such assignment.

(c) Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in the business of Developer; nor shall the foregoing apply to or prevent Developer from assigning the proceeds of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, however, shall City be obligated in any way to the aforementioned financial institution or other provider of capital.

Article XIII. CONFLICT OF INTEREST

Developer acknowledges that any City officer or employee having a financial interest in any contract with the City constitutes a conflict of interest. Developer warrants and certifies, and this Agreement is made in reliance thereon, that they, their investors, their officers, employees and agents are neither officers nor employees of City.

Article XIV. ENTIRE AGREEMENT

This written Agreement, embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. Exhibit A attached to this Agreement is incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between Exhibit A and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Article XV. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by City and Developer and evidenced by passage of a subsequent City Resolution.

It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable to Developer's services hereunder may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

Article XVI. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of City, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and

that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

Article XVII. LEGAL AUTHORITY

Each person executing this Agreement on behalf of the City and Developer, represents, warrants, assures and guarantees that he has full legal authority to (i) execute this Agreement on behalf of City and/or Developer, respectively, and (ii) to bind City and/or Developer to all of the terms, conditions, provisions and obligations herein contained.

Article XVIII. VENUE AND GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Yankton County, South Dakota.

Article XIX. TAXES & LICENSES

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

Article XX. PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by the City and Developer and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Article XXI. NOTICE

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

City
City of Yankton

Yankton, SD 57078

Developer

Yankton-Omaha Limited Partnership
Attn: T.L. Clauff
11506 Nicholas Street, STE 100
Omaha, NE 68154

Copy to:

Michael C. Carter
11506 Nicholas Street, STE 103
Omaha, NE 68154

Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is received if such receipt is during normal business hours or the next business day if such receipt is after normal business hours. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed. All notices, requests or consents under this Contract shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice will be considered to have been received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Contract, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each party shall have the right from time to time and at any time to change its address by giving at least 15 days' written notice to the other party.

Article XXII. CAPTIONS

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

Article XXIII. TERM

The term of this Agreement shall commence on the Effective Date and end on the date which is the earlier to occur of the following:

- (i) the date which all monetary obligations under this Agreement have been paid and City expenditures reimbursed; or
- (ii) the date this Agreement is terminated as provided in Article VII; or
- (iii) on December 31, 2037.

Article XXIV. REFUNDING

This Agreement may be refunded at any time pursuant to SDCL 6-8B.

(Signature Page Follows)

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this 28th day of August, 2017.

CITY OF YANKTON, SOUTH DAKOTA

Jake Hoffner, Mayor

ATTEST:

Al Vireck, Finance Officer

SEAL

YANKTON-OMAHA LIMITED
PARTNERSHIP,
a Nebraska limited partnership
By: Dial – Yankton, L.L.C.,
a Nebraska limited liability
company, General Partner

By: T.L. Clauff
Its: Manager

EXHIBIT A

Infrastructure Improvements

Yankton Mall Redevelopment Phase 1 Uses

8/22/2017

Hard Costs

1) Exterior Mall	320' linear ft EIFS/awnings/glass/sconce lighting etc	\$	500,000
	Frontage Sidewalk/landscaping of sidewalk 320' linear ft	\$	50,000
	Contingency	\$	65,000
2) Interior Mall	Moving interior utilities to back of shops	\$	55,000

Other Eligible Costs

1) TIFF attorney/Financial Planner		\$	25,000
2) Construction Oversight		\$	30,000
3) Architect and Engineer		\$	-
4) Sales Commission/Redevelopment Fee		\$	-
5) Interim Interest		\$	<u>68,000</u>

Total

\$793,000.00

EXHIBIT B

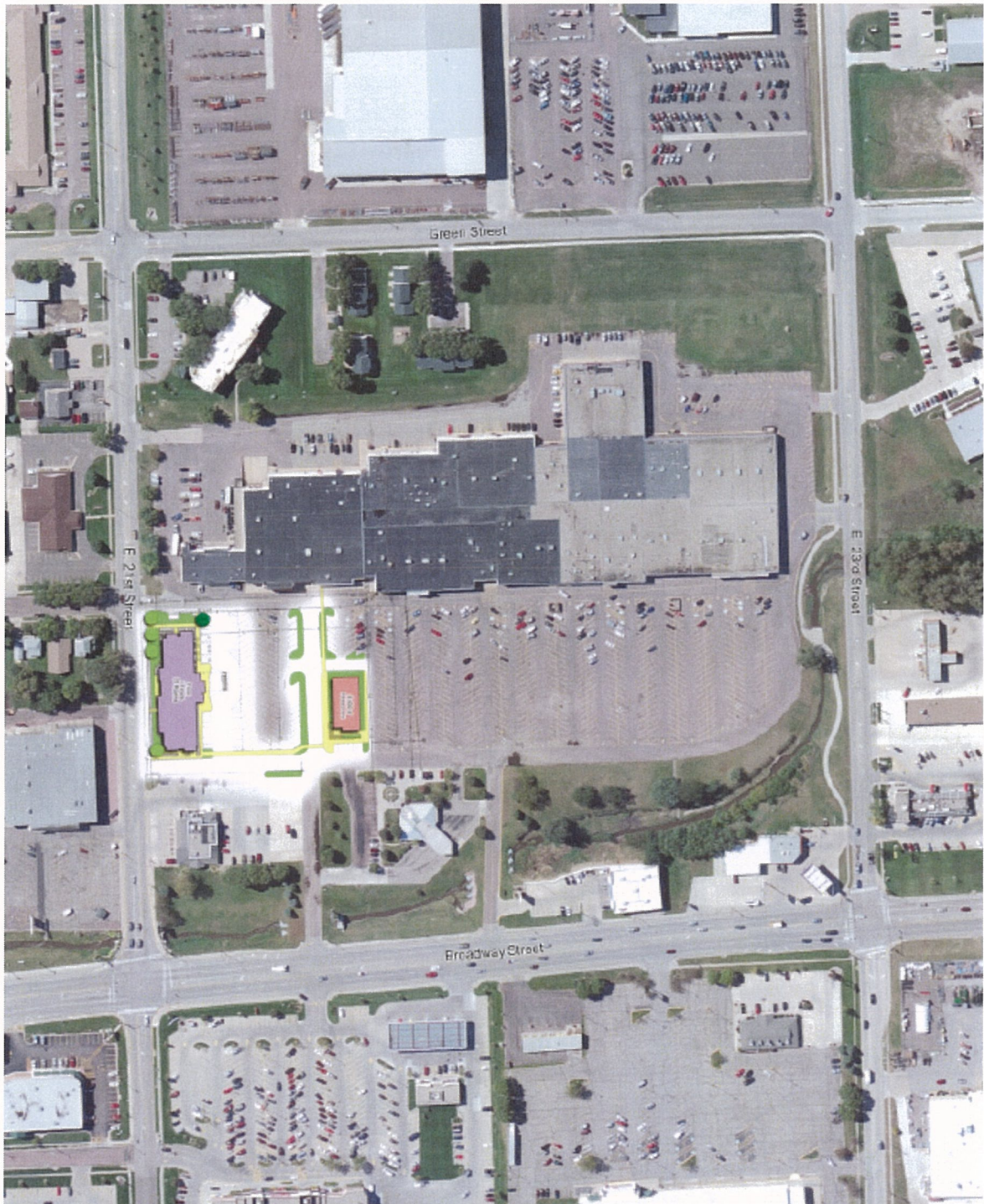
Location of Tax Increment District and Improvements

Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South Dakota.

Exhibit C

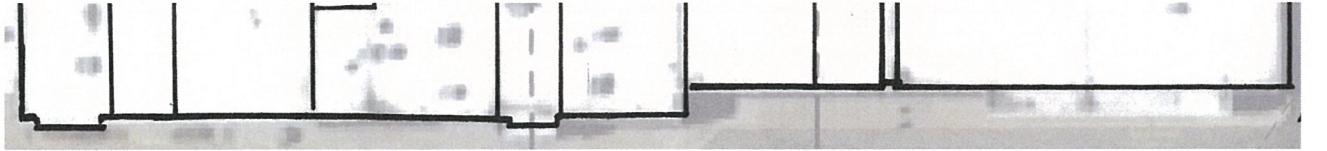
Construction Schedule

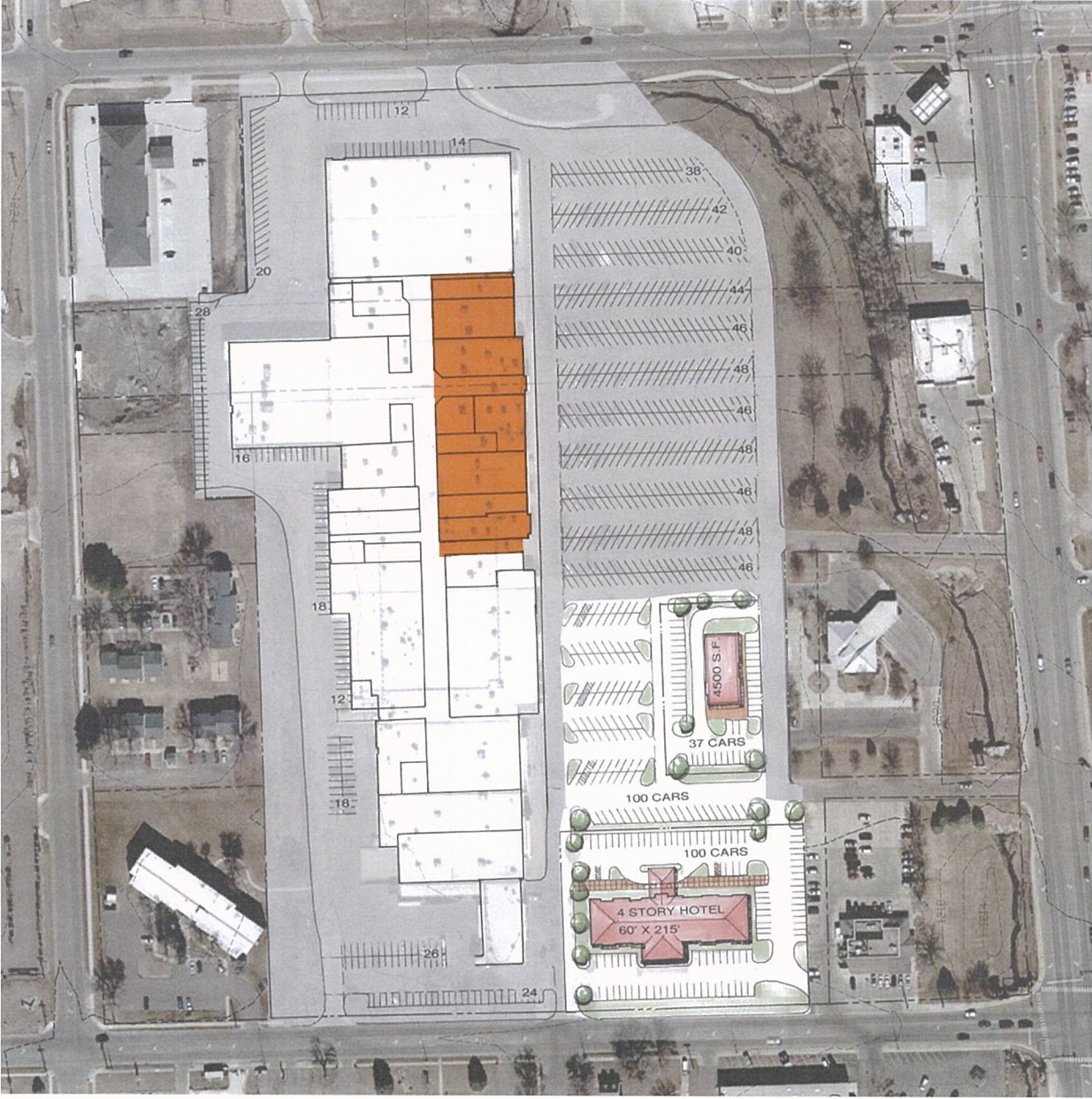
All improvements are expected to be completed by August 30, 2018



Conceptual Site Plan
Broadway & E. 21st Street | Yankton, SD
August 21, 2017 | 017-1738







ORDINANCE NO . 1001

AN ORDINANCE APPROPRIATING MONIES FOR
DEFRAYING THE NECESSARY EXPENSES AND
LIABILITIES OF THE CITY OF YANKTON, SOUTH
DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1,
2018, AND ENDING DECEMBER 31, 2018, AND PROVIDING
FOR THE LEVY OF THE ANNUAL TAX FOR ALL FUNDS
CREATED BY THE ORDINANCE WITHIN SAID CITY.

BE IT ORDAINED by the City of Yankton, South Dakota

That thereby and hereby is appropriated by the Board of Commissioners of the City Yankton, South Dakota, for the year commencing the first moment of the first day of January 2018, the following sums of money for the purposes, which are deemed necessary to defray all necessary expenses and liabilities of the City of Yankton, South Dakota, to wit:

SECTION I - GENERAL FUND

A. Appropriations

General Government:

Board of City Commissioners	\$ 162,242
City Manager	390,799
City Attorney	56,591
Finance Office	636,143
Information Services	454,110
Community Development	464,213
Contingency	<u>300,000</u>

TOTAL GENERAL GOVERNMENT

2,464,098

Public Safety:

Police Department	3,124,774
Animal Control	74,303
Fire Department	901,396
Civil Defense	<u>3,415</u>

TOTAL PUBLIC SAFETY

4,103,888

Public Works:

Engineering & Inspection	616,459
Street & Highways	1,943,683
Snow & Ice Removal	175,810
City Hall	199,862
Traffic Control	423,900
Chan Gurney Airport	<u>601,368</u>

TOTAL PUBLIC WORKS

3,961,082

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

Culture - Recreation:	
Senior Citizens Center	65,984
Community Library	<u>777,878</u>
TOTAL CULTURE - RECREATION	<u>843,862</u>

Other Financing Uses / Transfers Out	<u>2,784,348</u>
TOTAL OTHER FINANCING USES	<u>2,784,348</u>

TOTAL APPROPRIATIONS	<u>\$ 14,287,342</u>
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B. Means of finance

Unappropriated Fund Balances	<u>\$ 2,292,007</u>
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Current Property Taxes	2,605,556
Sales & Other Taxes	5,758,215
Licenses & Permits	342,675
Intergovernmental Revenue	794,506
Charges for Goods & Services	2,212,122
Fines & Forfeits	9,000
Miscellaneous Revenues	<u>35,500</u>
TOTAL REVENUE	<u>11,757,574</u>

Other Financing Sources / Transfers In	<u>237,761</u>
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TOTAL MEANS OF FINANCE	<u>\$ 14,287,342</u>
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SECTION II - SPECIAL REVENUE

A. Appropriations		
Parks & Recreation		\$ 1,260,976
Memorial Park Pool		213,900
Summit Activies Center		778,826
Marne Creek		171,137
Casualty Reserve Fund		5,000
Bridge & Street Fund		1,497,321
911/Dispatch		798,516
Business Improvement District		140,000
Lodging Sales Tax		727,639
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.		<u>44,720</u>
TOTAL APPROPRIATIONS		<u>\$ 5,638,035</u>
B. Means Of Finance		
Unappropriated Fund Balance		<u>\$ 1,019,459</u>
Parks & Recreation Revenue		17,730
Memorial Pool Revenue		57,100
Summit Activies Center Revenue		468,570
Marne Creek Revenue		300
Casualty Reserve - Interest		250
Bridge & Street Revenue		876,527
911/Dispatch		144,013
Business Improvement District		142,500
Lodging Tax		646,436
Infrastructure Improvement Revolving		<u>44,720</u>
TOTAL REVENUE		<u>2,398,146</u>
Transfer From General Fund		<u>2,468,642</u>
Transfer From Special Capital Fund		<u>712,130</u>
TOTAL MEANS OF FINANCE		<u>\$ 6,598,377</u>

SECTION III - CAPITAL PROJECT FUNDS

A. Appropriations	
Public Improvement	\$ -
Airport Capital Projects	875,000
Park Capital Projects	50,000
Infrastructure Improvement Construction	100,000
Special Capital Improvement	8,167,164
Tax Incr. District #2 Morgan Square	50,393
Tax Incr. District #5 Menards	194,590
Tax Incr. District #6 Westbrook Estates	17,573
Tax Incr. District #7 West 10th Street	10,000
Tax Incr. District #8 Westbrook Phase 2	-
TOTAL APPROPRIATIONS	<u>\$ 9,464,720</u>
B. Means of Finance	
Unappropriated Fund Balance	<u>\$ 5,226,561</u>
Public Improvement Revenue	-
Airport Capital Projects	798,750
Park Capital Revenue	-
Infrastructure Improvement Construction	-
Special Capital Improvement	5,397,731
TID #2 Morgan Square	50,393
TID #5 Menards	140,281
TID #6 Westbrook Estates	17,573
TID #7 West 10th Street	10,000
TID #8 Westbrook Phase 2	-
TOTAL REVENUE	<u>6,414,728</u>
Transfer from General Fund	41,562
Transfer from Park Improvement Fund	-
Transfer from BBB Fund	59,309
Transfer from Infrastructure Impr. Fund	44,720
Transfer from Special Capital Fund	-
Loan from General Fund	-
Loan from Special Capital Fund	-
TOTAL OTHER FINANCING SOURCES	<u>145,591</u>
TOTAL MEANS OF FINANCE	<u>\$ 11,786,880</u>

SECTION IV - ENTERPRISE FUNDS
MEMO ONLY

	Solid Waste					
Water	Waste- Water	Cemetary	Collection	Joint Powers (Yankton Only)	Golf Course	
Unappropriated Fund Balance	\$ 9,900,506	\$ 2,813,671	\$ 1,491	\$ 681,261	\$ 667,904	\$ 102,766
Estimated Revenues:						
Operations	6,246,361	3,806,815	26,000	1,285,828	1,165,000	919,800
Other	<u>12,000</u>	<u>14,900</u>	<u>1,750</u>	<u>1,000</u>	<u>2,900</u>	<u>1,000</u>
TOTAL REVENUE	<u>6,258,361</u>	<u>3,821,715</u>	<u>27,750</u>	<u>1,286,828</u>	<u>1,167,900</u>	<u>920,800</u>
Operating Transfer In	-	-	<u>74,144</u>	-	-	-
Depreciation	<u>565,318</u>	<u>899,353</u>	-	<u>56,577</u>	<u>147,454</u>	<u>55,745</u>
Amortization	-	-	-	-	-	-
Revolving Loan Funds	<u>17,500,000</u>	<u>1,000,000</u>	-	-	-	-
Grant Funds	-	-	-	-	-	-
TOTAL FUNDS AVAILABLE	<u>\$ 34,224,185</u>	<u>\$ 8,534,739</u>	<u>\$ 103,385</u>	<u>\$ 2,024,666</u>	<u>\$ 1,983,258</u>	<u>\$ 1,079,311</u>
Appropriations:						
Operating	\$ 2,948,617	\$ 2,959,404	\$ 99,394	\$ 1,046,934	\$ 1,354,090	\$ 794,877
Non-Operating	1,676,514	1,150,812	-	63,673	72,976	-
Operating Transfer Out	71,346	60,046	-	-	-	-
Improvement & Exts/Capital	17,806,000	2,893,000	2,500	181,000	215,000	82,000
Unobligated	<u>11,721,708</u>	<u>1,471,477</u>	<u>1,491</u>	<u>733,059</u>	<u>341,192</u>	<u>202,434</u>
TOTAL APPROPRIATIONS	<u>\$ 34,224,185</u>	<u>\$ 8,534,739</u>	<u>\$ 103,385</u>	<u>\$ 2,024,666</u>	<u>\$ 1,983,258</u>	<u>\$ 1,079,311</u>

SECTION V - INTERNAL SERVICE FUNDS
CENTRAL GARAGE

Unappropriated Fund Balance	\$ 400,116
Estimated Revenue - Billings	<u>869,117</u>
TOTAL ESTIMATED BALANCE & REVENUES	\$ 1,269,233
Less Appropriations	<u>854,829</u>
Estimated Surplus	<u>\$ 414,404</u>

SECTION VI - TAX LEVY

That there is hereby levied upon all taxable property within said City of Yankton, South Dakota, for the purposes of providing funds to meet the lawful expenses and liabilities of the City of Yankton, South Dakota, as herein set forth for the fiscal year of 2018, a tax sufficient to raise \$2,605,556 in regular property taxes, which as received by the Finance Officer shall be credited to the General Fund, and an additional \$190,232 in opt-out property taxes which will be used for the annual debt service requirement for the Second Fire Station.

That the Finance Officer of the City of Yankton be and hereby is authorized and directed to certify the said regular tax levy, \$2,605,556 and the opt-out levy, \$190,232 to the County Auditor of the County of Yankton, South Dakota, to the end that the same may be spread and assessed as provided by law.

SECTION VII - EFFECTIVE DATE

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

Adopted:

Jake Hoffner
Mayor

ATTEST :

Al Viereck
Finance Officer

Introduction and first reading: August 28, 2017

Second reading : September 11, 2017

Published in the Yankton Daily Press and Dakotan, Official Newspaper: Sept., 2016

I so certify

Al Viereck
Finance Officer

Memorandum # 17-184

To: Amy Nelson, City Manager
From: Kyle Goodmanson, Director of Environmental Services
Subject: Bid Award for the Annual Water Treatment Plant and Wastewater Treatment Plant Sludge Removal
Date: August 22, 2017

Two bids were received for wastewater and one bid for the water sludge removal on August 17, 2017. This is an annual contract to dispose of wastewater liquid sludge and water caked lime sludge. The bids received are listed below:

Contractor	Wastewater Treatment Plant Liquid Sludge Per Gallon	Water Treatment Plant Caked Lime Sludge Per Ton
Dakota Rock Farms 30962 Frog Creek Rd. Vermillion, SD 57031	.0200	
Valley Ag Supply 509 Washington St. Gayville, SD 57031		
Willard Schmidt 43970 306th Street Yankton, SD 57078	.0325	10.00

(Gray background denotes low bid.)

The wastewater liquid sludge 2017 bid is \$.0025 cents per gallon less than the 2016 bid which was \$.0225 per gallon. The water caked sludge bid for 2017 is the same as the 2016 bid. With the unit prices stated, it is anticipated that the total expenditure for the Wastewater Treatment Plant liquid sludge will be approximately \$60,000 and approximately \$70,000 will be spent for Water Treatment Plant caked lime disposal.

The recommendation of City staff is to award the low bid for wastewater liquid sludge to Dakota Rock Farms for \$0.02 and the caked lime sludge to Willard Schmidt at \$10.00 per ton as stated in this Memorandum #17-184.

Respectfully submitted,



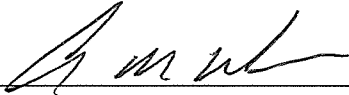
Kyle Goodmanson,
Director of Environmental Services

____ Roll call

Recommendation: It is recommended to award the low bid for wastewater liquid sludge to Dakota Rock Farms for \$0.02 and for caked lime sludge to Willard Schmidt at \$10.00 per ton as stated in this Memorandum #17-184.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson
City Manager

cc: Project File

_____ Roll call

Memorandum #17-173

To: City Manager Nelson and City Commission
From: Brian Paulsen, Chief of Police
Subject: State Powers for Drug investigations
Date: August 1, 2017

In June 2017 the topic of State-wide powers for officers to investigate crimes, particularly illegal narcotics was brought to my attention. This authority is allowed under SDCL 7-12, 34-20B and Title 23 along with local ordinances. In a multitude of our drug investigations they lead to other jurisdictions which slows the investigation or stops it completely. This Memorandum of Understanding will allow for Yankton Police Department to work with State Agents on cases that leave our jurisdiction, whether we start the investigation or another agency initiates the case.

Our last two major investigations were started here in Yankton but travelled to cities outside of Yankton including Sioux Falls, Sioux City and Mitchell. The department assisted but had limited authority and action when the interview or arrest took place.

The Memorandum of Understanding cleans up case jurisdiction that presently exists; what can and can't an officer do in another jurisdiction.

Recommendation: It is recommended that the City Commission approve entering into an Agreement with the South Dakota Attorney General's Office and the Yankton Police Department to expand the jurisdiction of the Yankton Police Department personnel in regards to illegal narcotic investigations and that the City Commission approve Resolution #17-29 authorizing the Chief of Police authority to sign the Memorandum of Understanding on behalf of the City.

Respectfully Submitted,

Brian Paulsen
Chief of Police

 X I concur with the recommendation

 I do not concur with the recommendation



Amy Nelson
City Manager

 Roll call

**JOINT POWERS AGREEMENT
ATTORNEY GENERAL'S OFFICE AND
YANKTON POLICE DEPARTMENT OFFICE
JOINT DRUG ENFORCEMENT**

THIS JOINT POWERS AGREEMENT is entered by and among the South Dakota Office of Attorney General, 1302 East Highway 14, Pierre, SD 57501 8505 (hereinafter identified as AGO); and the Yankton Police Department, pursuant to the authority provided in SDCL chapters 1-24.

WHEREAS, the manufacture, distribution, sale and possession of illegal drugs and marijuana are serious problems in the State of South Dakota; and,

WHEREAS, although Yankton Police Department has police power authority under SDCL chapters 7-12, 34-20B and Title 23 and local ordinances to investigate and enforce state criminal laws within its jurisdictional boundaries, due to the nature of drug trafficking and the limited geographical jurisdiction of the local law enforcement officers, it is difficult to effectively investigate illegal activity and enforce state drug, marijuana and controlled substance laws; and,

WHEREAS, AGO agents and assistants have statewide police power authority to investigate and enforce state criminal laws under SDCL chapters 23-3, 34-20B and Title 23, but AGO requires assistance in the form of additional personnel and financial resources to more fully investigate and enforce the state's drug, marijuana and controlled substance laws; and,

WHEREAS, AGO and the Yankton Police Department under SDCL chapter 34-20B jointly hold the police powers to investigate and enforce the state's drug, marijuana and controlled substance laws, and have the duty to cooperate in investigative and enforcement efforts; and,

WHEREAS, the Attorney General has the authority under SDCL chapters 1-11 and 23-3 to appoint special assistants to aid AGO in investigating and enforcing the state's drug, marijuana and controlled substance laws; and,

WHEREAS, as AGO and Yankton Police Department believe it is a more efficient use of limited state and local resources to enter into this joint undertaking as set forth below.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE: The purpose of this Agreement is to set forth the responsibilities of the participating law enforcement agencies to work together to endeavor to effectively enforce the drug laws of the State of South Dakota and the United States of America with the goal of

significantly diminishing the manufacture, availability, use, sale and distribution of illegal drugs in Yankton Police Department, South Dakota.

2. MISSION: The Parties' mission is to investigate crimes relating to and arising out of, caused by or in any way connected with use, sale, distribution or manufacture of illegal drugs. The Parties will target their joint investigations toward the investigation and apprehension of all levels of drug violators, prioritizing large scale traffickers or those who are in the possession of highly dangerous synthetics such as Fentanyl. The coordinated drug enforcement effort is intended to maximize the Parties' law enforcement resources and to facilitate the flow of drug related intelligence information between the law enforcement agencies.
3. TERM: The term of this Agreement shall commence on the date of final execution by all parties and shall continue in effect until terminated as provided herein.
4. DUTIES AND RESPONSIBILITIES: Yankton Police Department, in consideration of AGO's observance and performance of the covenants, terms and conditions set forth herein agrees:

(a) To provide law enforcement officer(s) with drug, marijuana and controlled substance law enforcement training as candidates for potential appointment as a special assistant by the Attorney General. The decision to issue a special assistant appointment is solely within the discretion of the Attorney General, any appointee serves at the will of the Attorney General, and the Attorney General may revoke the appointment at any time and for any reason;

(b) That law enforcement officers appointed as special assistants, when acting under that appointment, may participate in drug, marijuana and controlled substance investigations and law enforcement activities as well as other law enforcement duties that are associated with or arise out of these activities where the need arises outside of the Yankton Police Department jurisdictional boundaries in the State of South Dakota, under the supervision and direction of AGO. The special assistant appointment will only be effective during the time period a Yankton Police law enforcement officer is outside of Yankton Police Department's jurisdictional boundaries and under the supervision and direction of AGO. The supervision and direction will be generally through Division of Criminal Investigation (DCI) agents and Assistant Attorneys General assigned drug enforcement and prosecution activities. All investigative activities will be properly documented in investigative files shared timely with appropriate DCI agent(s). Law Enforcement Officers appointed as special assistants will work at all times in a cooperative manner and will conduct or participate in basic narcotics pre operational planning meetings, briefings, CI Recruitment, CI Management, and de-confliction efforts and after action reviews and other duties as assigned by the

supervising DCI agent. The appointment is activated by a verbal request from a DCI agent, and deactivated when the law enforcement officer is informed by a DCI agent verbally that services under the appointment are concluded or upon the officer's return to Yankton Police Department's jurisdictional boundaries. Nothing in the Agreement authorizes or allows any law enforcement officer to take unilateral action while acting under a special assistant appointment;

(c) That upon termination of any law enforcement officer's special assistant appointment, whether by revocation by the Attorney General, termination of employment, or otherwise, Yankton Police Department will provide another law enforcement officer for consideration;

(d) That a law enforcement officer acting under a special assistant appointment, shall remain an officer or employee of Yankton Police Department, and Yankton Police Department shall retain the exclusive responsibility for any such officer, including but not limited to regular and overtime wages and salaries, unemployment benefits, worker's compensation coverage, health insurance and other benefits and discipline;

(e) That Yankton Police Department is solely responsible for acts of its law enforcement officers acting under the scope of this Agreement, including acting under a special assistant appointment. Yankton Police Department will obtain and maintain liability coverage for all law enforcement officers acting under a special assistant appointment pursuant to this Agreement, for all activities performed outside its jurisdictional boundaries in the State of South Dakota, under the same terms and conditions of coverage for Yankton Police Department officers and employees while performing law enforcement activities for Yankton Police Department; and

(f) That its law enforcement officer may utilize all equipment and property that is available for use when the officer is on duty for the Yankton Police Department. Yankton Police Department will retain title and ownership of all such property and equipment, and will be solely responsible for all maintenance upkeep, loss or damage of such property and equipment.

5. AGO DUTIES AND RESPONSIBILITIES: In consideration of the Yankton Police Department observance and performance of the covenants, terms and conditions set forth herein, AGO agrees:

(a) To review the qualifications of all law enforcement officers submitted to the Attorney General for appointment as a special assistant;

(b) To provide additional training to Yankton Police Department law enforcement officers who receive special assistant appointments, as AGO

in its discretion determines appropriate. The cost of any such training shall be agreed to by AGO and Yankton Police Department;

(c) To loan law enforcement officers performing duties under a special assistant appointment with specialized property and equipment AGO determines is needed that is not available from the Yankton Police Department, at no cost to the Yankton Police Department under terms and conditions, including the Yankton Police Department being responsible for loss or damage to the property caused by the Yankton Police Department law enforcement officer;

(d) To supply buy funds, subject to DCI guidelines regarding expenditure, reporting, inspection and auditing requirements and subject to agreement by Yankton Police Department that Yankton Police Department special assistants will be subject to and adhere to these DCI buy fund guidelines;

(e) To the extent practicable, to notify Yankton Police Department in advance when a law enforcement officer is needed to perform services as a special assistant;

(f) To assign an agent to act as supervisor whose duties will include:

- i) Directing special assistant assignments and manpower as necessary for a given investigation;
- ii) Providing leadership, coordination and direct field operations; and
- iii) Acting as liaison with Yankton Police Department, AGO and other law enforcement agencies; and

(g) That DCI agents acting under the Agreement shall remain an officer or employee of AGO, and AGO shall retain the exclusive responsibility for any such officer, including but not limited to regular and overtime wages and salaries, unemployment benefits, worker's compensation coverage, health insurance and other benefits and discipline. That AGO is also solely responsible for acts of its law enforcement officers acting under the scope of this Agreement.

6. TERMINATION: This Agreement can be terminated by either Party for any reason by providing written notice or upon agreement of the Parties. Notwithstanding any other provision, this Agreement depends upon continued availability of appropriated funds and expenditure authority from the Legislature and the Yankton Police Department's governing body for the purposes contemplated herein.

(a) This Agreement will be terminated if the Legislature fails to appropriate funds or grant expenditure authority or if there is a lack of sufficient appropriated funds or lack of expenditure authority available to AGO to perform its obligations under this Agreement, whether due to

lack of appropriations by the Legislature or otherwise. AGO will provide written notice of termination once the determination of funding insufficiency is made. Termination under this provision does not constitute a default or give rise to any claim against AGO.

(b) Yankton Police Department may terminate this Agreement if its governing body fails to budget funds, or grant expenditure authority, or if there is a lack of sufficient appropriated funds or lack of expenditure authority available to Yankton Police Department to perform its obligations under this Agreement. Yankton Police Department will provide written notice once the determination of funding insufficiency is made. Termination under this provision does not constitute a default or give rise to any claim against Yankton Police Department.

7. MEDIA: All media releases concerning arrests and investigations conducted under this Agreement may be conducted jointly or by AGO with prior notification given to Yankton Police Department.
8. FORFEITURES: AGO will manage all conveyances seized as a result of law enforcement activities under this Agreement. Such conveyances will be placed into law enforcement service or will be sold with the proceeds being delivered to the State Drug Control Fund or other AGO authorized fund. Cash seizures will be delivered to the State Drug Control Fund or other AGO authorized fund. Federal real estate seizures will be shared consistent with federal guidelines. All seizures will be adjudicated in State Court by AGO unless otherwise agreed to by the Parties.
9. STATE-OWNED VEHICLES: In order to pursue its mission, the Yankton Police Department may be provided with the use of vehicles owned by the State of South Dakota ("State"). Yankton Police Department agrees to hold harmless and indemnify the State from and against any and all liability arising from the use, possession, operation or maintenance of the State-owned vehicles by employees of Yankton Police Department who are participating in this Agreement. This section does not require Yankton Police Department to indemnify and hold harmless the State, its officers, agents or employees from and against any claims or liability arising solely from the acts, omissions or negligence of the State, its officers, agents or employees.
10. GENERAL PROVISIONS:
 - (a) This Agreement, or any part thereof, or benefits to be received hereunder, shall not be assigned, transferred or otherwise disposed of to any person, firm, corporation or other entity. This Agreement may not be modified or amended except in writing, which writing shall be expressly identified as part of this Agreement and shall be signed by authorized representatives of the Parties.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of South Dakota.

(c) The Parties declare that no specific entity as contemplated in SDCL 1-24-4(2) is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by AGO, through its DCI Director and Yankton Police Department by its Chief of Police, or their authorized designees as a party may from time to time designate as contemplated in SDCL 1-24-5.

(d) All notices or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the persons identified above. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail or, if personally delivered, when received by such party.

(e) This Agreement is intended only to govern the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

(f) In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision herein.

(g) All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

(h) The Parties acknowledge that a true and correct copy of this Agreement will be filed with the Office of Attorney General and the Legislative Research Council within 14 days of its final execution pursuant to SDCL 1-24-6.1.

(i) By the signature of their representative below, AGO and Yankton Police Department each certifies that approval of this Agreement by ordinance, resolution or other appropriate means has been obtained by that governmental body's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 and that the representative is authorized to sign on the party's behalf. A copy of any' authorizing resolution or ordinance is attached to this Agreement and incorporated herein by reference.

Memorandum #17-180

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #17-28 / Resolution #17-34
Date: August 18, 2017



PLAT REVIEW

ACTION NUMBER: 17-28

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Fifth Generation Investments LLC, owner.

ADDRESS / LOCATION: 2216 Broadway Avenue.

PROPERTY DESCRIPTION: Tract A in Lot 1 of W. G. & A. Addition to the City and County of Yankton, South Dakota.

ZONING DISTRICT: B-2 Highway Business.

PREVIOUS ACTION: Original W. G. & A. Addition Subdivision Plat.

COMMENTS: The attached plat creates a lot for transfer. It is located on the current Bomgaar's property and if approved, will make the land available for transfer to the current Yesterday's Café site.

The proposal maintains compliance with all applicable zoning and subdivision regulations. It does not impact parking requirements. Parking for the former owner of the Bomgaar's site (K-Mart) constructed substantially more parking than required by ordinance.

Staff recommends approval of the proposed plat.

HEARING SCHEDULE:

August 14, 2017: Planning Commission reviews the plat and makes a recommendation to the City Commission.

August 28, 2017: City Commission reviews the plat and takes action.

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

____ Roll call

RESOLUTION #17-34

WHEREAS, it appears from an examination of the plat of Tract A in Lot 1 of W. G. & A. Addition to the City and County of Yankton, South Dakota prepared by Thomas Lynn Week, a registered land surveyor in the State of South Dakota, and

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

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

Adopted:

Jake Hoffner, Mayor

ATTEST:

Al Viereck, Finance Officer

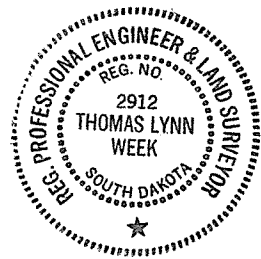
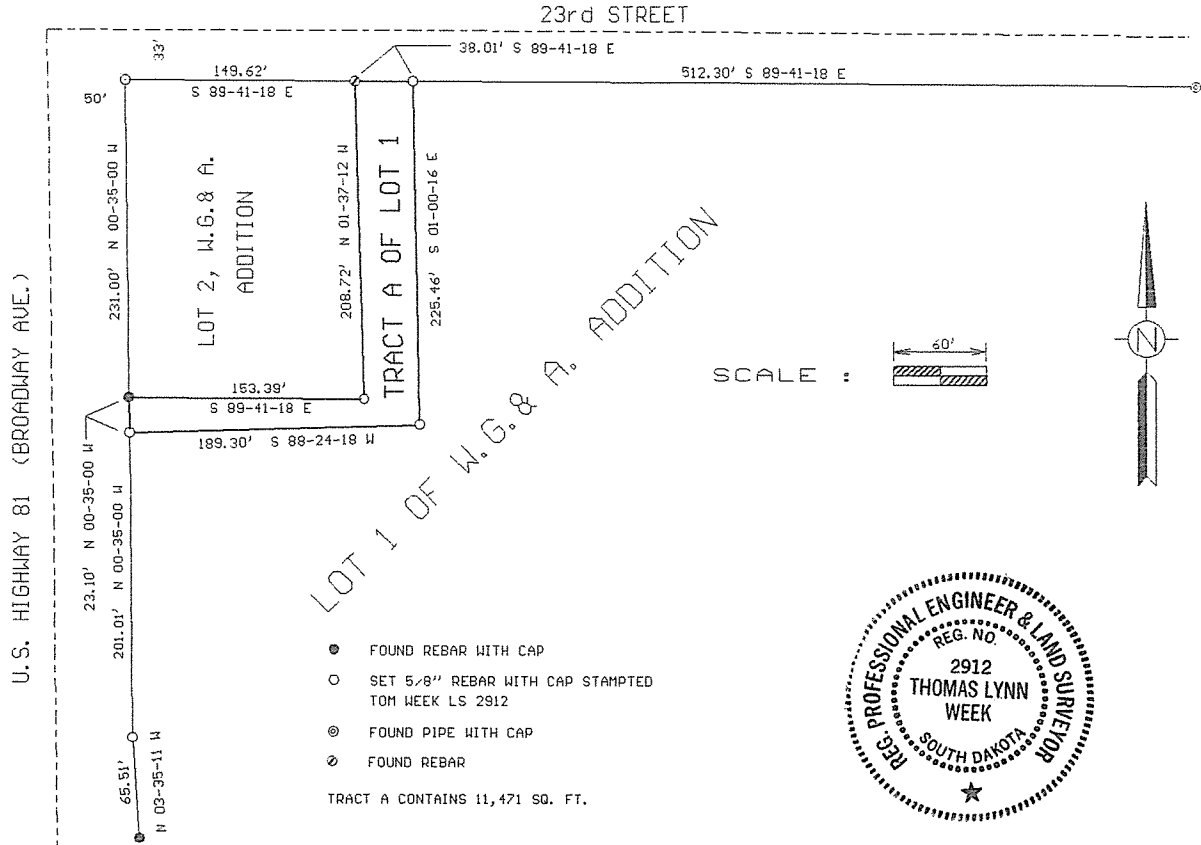


City of Yankton

Plat Location Map

Plat of Tract A in Lot 1 of W. G. & A. Addition
to the City and County of Yankton, South Dakota

PLAT OF TRACT A IN LOT 1 OF W. G. & A. ADDITION
TO THE CITY AND COUNTY OF YANKTON, SOUTH DAKOTA.



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNER, MADE A SURVEY OF TRACT A IN LOT 1 OF W. G. & A. ADDITION TO THE CITY AND COUNTY OF YANKTON, SOUTH DAKOTA. I HAVE SET IRON PINS AS SHOWN, AND SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 11TH. DAY OF JULY, 2017.

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

OWNERS CERTIFICATE

I, TORREY WINGERT AS VICE PRESIDENT/CHIEF FINANCIAL OFFICER FOR FIFTH GENERATION INVESTMENTS, LLC., DO HEREBY CERTIFY THAT FIFTH GENERATION INVESTMENTS, LLC. IS THE ABSOLUTE AND UNQUALIFIED OWNER OF TRACT A IN LOT 1 OF W. G. & A. ADDITION TO THE CITY AND COUNTY OF YANKTON, SOUTH DAKOTA.

THAT THE ABOVE SURVEY AND PLAT WAS MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

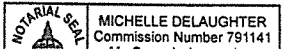
DATED THIS 26 DAY OF JULY, 2017.

Torrey Wingert
TORREY WINGERT, VICE
PRESIDENT\ CHIEF
FINANCIAL OFFICER, FIFTH
GENERATION INVESTMENTS,
LLC.

STATE OF IOWA
COUNTY OF WOODBURY
ON THIS 26 DAY OF JULY, 2017, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED TORREY WINGERT, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT\CHIEF FINANCIAL OFFICER FOR FIFTH GENERATION INVESTMENTS, LLC., AND AS THE VICE PRESIDENT\CHIEF FINANCIAL OFFICER FOR FIFTH GENERATION INVESTMENTS, LLC., HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

MY COMMISSION EXPIRES July 21, 2018

Michelle DeLaughter
NOTARY PUBLIC



Memorandum #17-181

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #17-29
Date: August 18, 2017



ROW VACATION REVIEW

ACTION NUMBER: 17-28

LOCATION: The Timberland Drive Right-of-Way (ROW) located between W. 8th Street and W. 11th Street. Please reference the attached air photo.

COMMENTS: The City is being asked to weigh in on a potential Section Line ROW vacation request in the County. The described ROW is through a very steep part of the bluff area west of Yankton. The process is technically a County action. However, the ROW is located in the City's three-mile platting jurisdiction so the County would like the City's opinion about the proposal.

The slopes in the corridor would make it very difficult to construct a road. As a result, City staff does not have any objection to vacating the ROW with one condition. A utility easement (at least 33 feet wide) should be created in the corridor. There may be a future need for water, sanitary sewer, natural gas, power lines or telecommunications in the alignment.

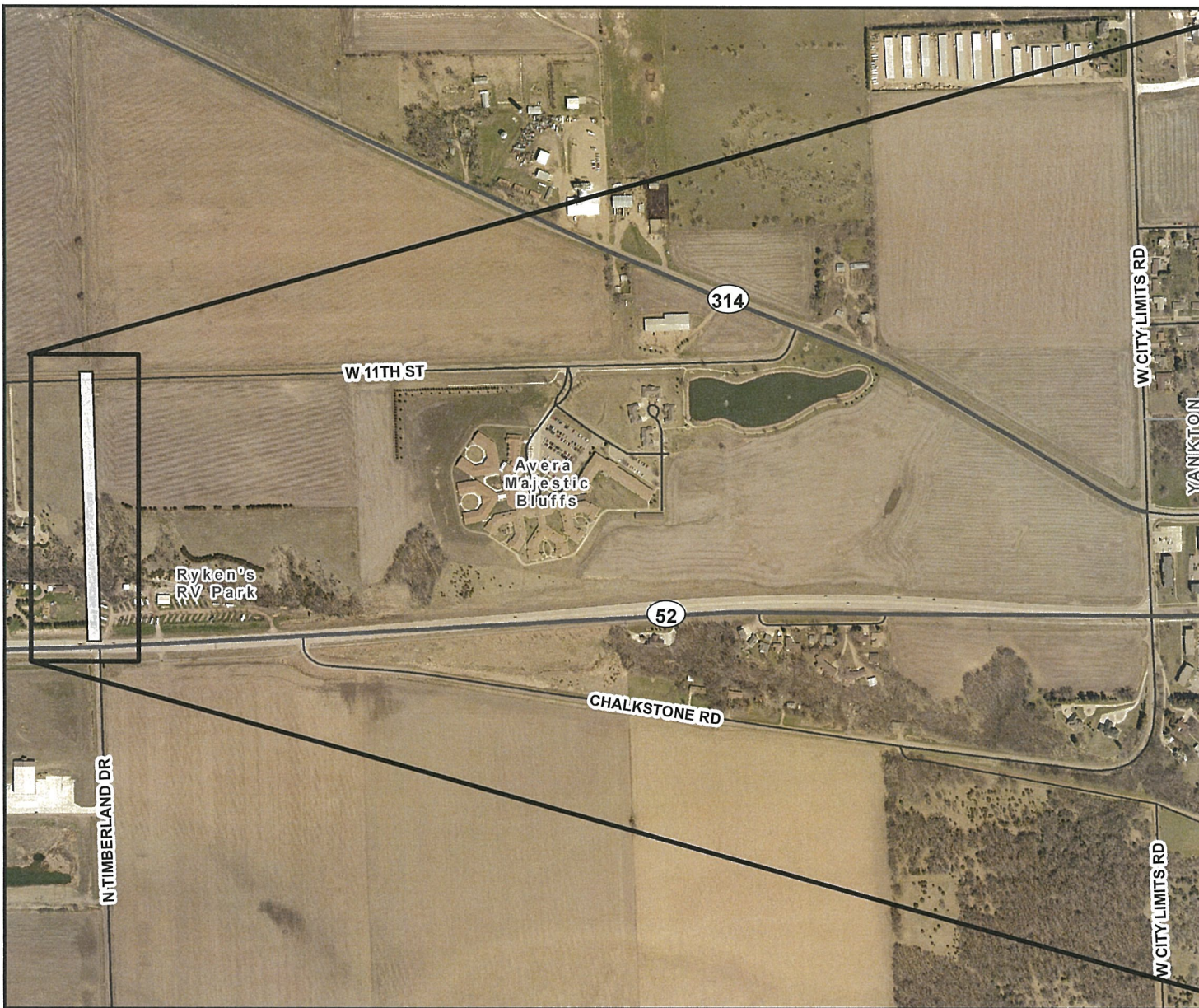
Staff recommends approval of a position statement from the City informing the County of the above condition for ROW vacation. This is not being presented in the form of a resolution because the City does not technically have the authority to determine the outcome.

HEARING SCHEDULE:

August 14, 2017: Planning Commission reviews the issue and makes a recommendation to the City Commission.

August 28, 2017: City Commission reviews the issue and takes action.

Planning Commission results: The Planning Commission recommended issuing a position statement to the County that stipulated the City will be "OK" with a County decision to vacate the described ROW if they so choose. However, this position is contingent upon the creation of a utility easement of at least 33 feet in width in the same alignment.



City of Yankton

Location of ROW Vacation Proposal Map



Memorandum #17-187

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by VFW 791 for Special Events Parking Ordinance #933 to be in place on Saturday, September 30, 2017.
Date: August 21, 2017

Yankton VFW 791 has made a request to enact the no parking zone for an event to be held on September 30, 2017. They will be hosting a Parking Lot Pig Roast Party as a community fundraiser. They are requesting that no parking be designated on the portion of Cedar Street from 2nd Street to the parking lot/alley to the south of First Dakota National Bank, as identified on the attached map. The requested times for the no parking are from 6:00 am to midnight on September 30, 2017.

The Yankton Parks and Recreation Department and Streets Department will be providing picnic tables and barricades.

In 2010, the City Commission adopted an ordinance allowing for a no parking designation for special events designated by a resolution before the governing body. This resolution would authorize the City to tow vehicles that are parked in the defined area and times.

Recommendation: It is recommended that the City Commission adopt Resolution #17-35 authorizing the no parking zone for the portion of Cedar Street from 2nd Street to the parking lot/alley to the south of First Dakota National Bank on Saturday, September 30, 2017 from 6:00 am to midnight.

Respectfully submitted,

Brittany LaCroix
 Events & Promotions Coordinator

 X I concur with this recommendation.

 I do not concur with this recommendation.



 Amy Nelson, City Manager

 Roll call

Resolution #17-35

Special Events Parking Request

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

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

WHEREAS, the VFW 791 has made a request to enact this no parking zone for Saturday, September 30, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request for the portion of Cedar Street from 2nd Street to the parking lot/alley to the south of First Dakota National Bank on Saturday, September 30, 2017 from 6am-midnight

Adopted:

Jake Hoffner, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

Event Street Closure

Memorandum #17-188

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by Chamber of Commerce for Special Events Parking Ordinance #933 to be in place on September 29, 2017
Date: August 22, 2017

The Chamber of Commerce and CVB are requesting a Special Events No Parking for the following areas from 3:00 am to 9:30 am on Friday, September 29 for the Fireball Run event:

- 1) 2nd Street from Capitol to Broadway
- 2) Walnut Street from 2nd to 3rd
- 3) 3rd Street from Walnut to Broadway
- 4) Meridian Bridge Plaza

Fireball Run cars will come into town on Highway 50, turn south on Burleigh, travel to Cedar Street and turn south on Cedar, then turn east on Riverside Drive, and then turn north on the pedestrian trail in the Meridian Plaza. This will be a filming area as the cars will eventually leave and head north on Walnut, turn west on 3rd, and then turn north on Broadway as they leave town.

In 2010, the City Commission adopted an ordinance allowing for a no parking designation for special events designated by a resolution before the governing body. This resolution would authorize the City to tow vehicles that are parked in the defined area and times.

Recommendation: It is recommended that the City Commission adopt Resolution #17-36 authorizing the no parking zone for Fireball Run for 2nd Street from Capitol to Broadway, Walnut Street from 2nd to 3rd, 3rd Street from Walnut to Broadway and the Meridian Bridge Plaza on Friday, September 29, 2017 from 3:00 am to 9:30 am.

Respectfully submitted,

Brittany LaCroix
 Events & Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



 Amy Nelson, City Manager

_____ Roll call

Resolution #17-36

Special Events Parking Request

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

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

WHEREAS, the Yankton Chamber of Commerce and CVB have made a request to enact this no parking zone for Fireball Run on Friday, September 29, 2017 beginning at 3:00 AM to 9:30 AM.

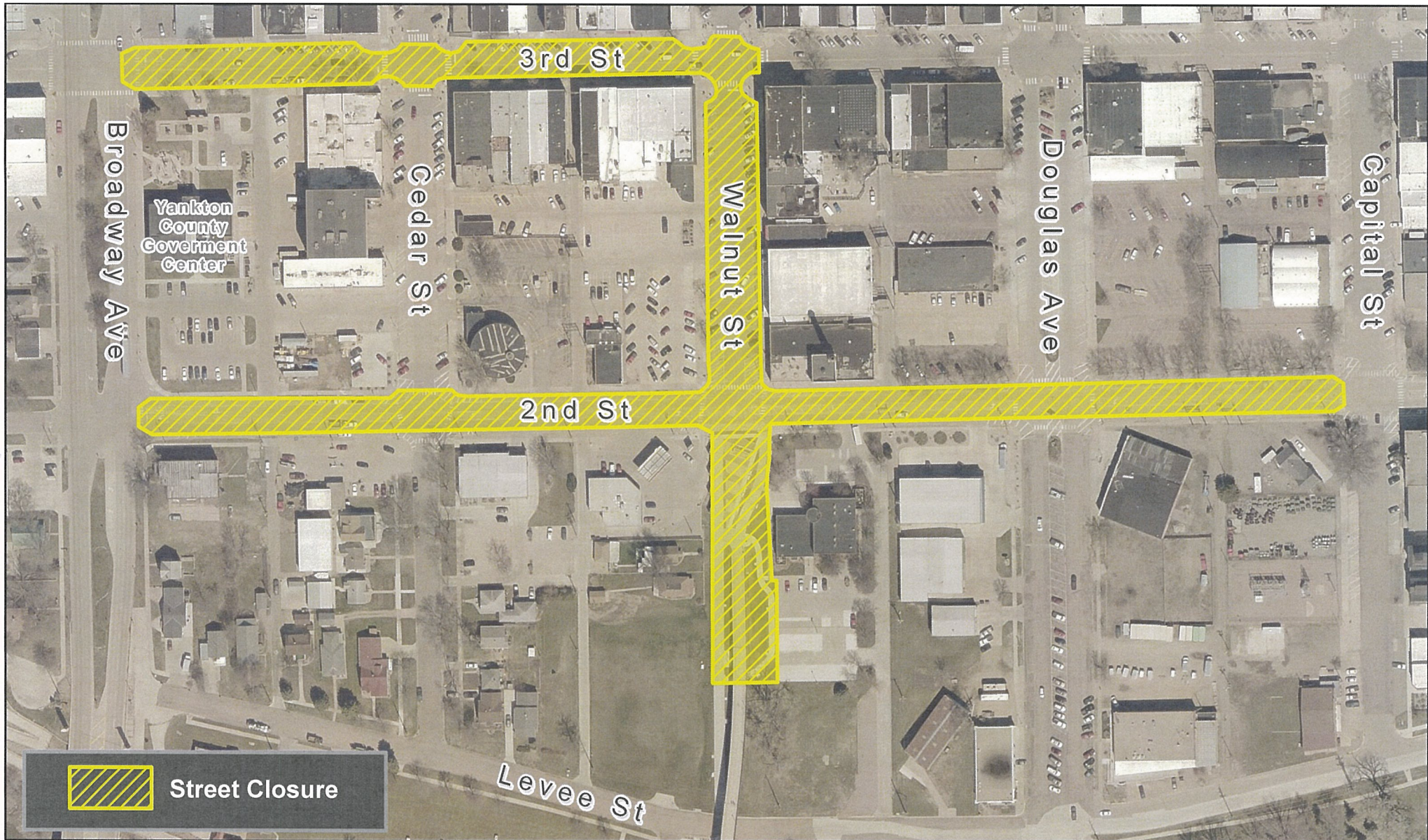
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request for 2nd Street from Capitol to Broadway, Walnut Street from 2nd to 3rd, 3rd Street from Walnut to Broadway and the Meridian Bridge Plaza on September 29, 2017 from 3:00 am to 9:30 am.

Adopted:

Jake Hoffner, Mayor

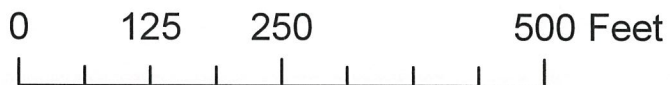
ATTEST:

Al Viereck, Finance Officer



City of Yankton

Fireball Run Event Street Closure



Memorandum #17-189

To: *Amy Nelson, City Manager*
From: *Brittany LaCroix, Events and Promotions Coordinator*
Subject: *Closing both levels of the Meridian Bridge for Fireball Run*
Date: *August 21, 2017*

The Yankton Chamber of Commerce and CVB are requesting to close both levels of the Meridian Bridge on Friday, September 29, 2017 between the times of 7am-10am. The closure would be used for the cars involved in Fireball Run to drive across for filming purposes. Only one car will be allowed to drive across the bridge at a time.

The FIREBALL RUN® is an adventure television series distributed by Amazon. It is the real story of 40 driving teams as they embark upon a legendary journey to America's greatest under-discovered destinations, in search of obscure historic artifacts and unique stories of inspiration. The cast and crew of Fireball Run will be splitting their time between Vermillion and Yankton.

The Yankton Chamber of Commerce and CVB are asking permission to close down the Meridian Bridge to pedestrian traffic from 7:00 a.m. - 10:00 a.m. on Friday, September 29, 2017. If approved, the Yankton Chamber of Commerce and CVB is asking for barricades to be delivered to each end of the bridge to use for closing and the Yankton Chamber of Commerce and CVB will mark the bridge 48 hours in advance of the actual closure so the general public knows about the closure ahead of time.

Adam Haberman, Public Works Director, has indicated that the 2009 Bridge Repair, Pedestrian Conversion & Lighting Plans accounted for a loading of a single vehicle.

Ross DenHerder, City Attorney will require the applicant to have any driver and passenger submit a signed waiver prior to the event.

In order to assure all participants (drivers and riders) have signed the liability waiver, we will also be requiring the organizers to provide the City with a photocopy of all signed waivers along with a list of all event participants prior to the event.

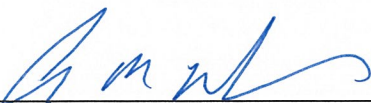
Until a full bridge inspection is completed, future requests for using the Meridian Bridge for activities other than pedestrian uses is discouraged.

Recommendation: It is recommended that the City Commission approve the closing of both levels of the Meridian Bridge for Fireball Run with the stipulation that only one car is allowed on the bridge at a time. This closure is on Friday, September 29, 2017 from 7:00 a.m. – 10:00 am.

Respectfully submitted,

Brittany LaCroix
Events and Promotions Coordinator

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



Amy Nelson, City Manager

____ Roll call

LIABILITY WAIVER AND INDEMNITY AGREEMENT

1. In consideration for and as a condition of my participation as driver or rider in a vehicle that will drive over the City of Yankton’s Meridian Bridge as part of the Fireball Run Big Country organized by Adrenaline Partnership, LLC and scheduled for September 29, 2017 (“the Event”), I hereby release, discharge, covenant not to sue, and agree to hold harmless the State of South Dakota, the City of Yankton, the Yankton Area Chamber of Commerce, and the Yankton Convention & Visitor’s Bureau, and each such entity’s officers, directors, employees, agents and volunteers (collectively the “Released Parties”) from all liability, claims or demands resulting from personal injury, death, property damages and expenses of any nature whatsoever (including, but not limited to, healthcare expenses), to me, my personal representatives, assigns, heirs, and next of kin, resulting from my participation in the Event. I acknowledge that the Released Parties do not have any special training in first aid, CPR, or other life-saving emergency response training, and I understand that the Released Parties do not furnish any accident or medical insurance that would cover the cost of treatment for any injury I may sustain while participating in the Event.

2. I expressly acknowledge that all available engineering studies and reports indicate that the Meridian Bridge in Yankton is designed and safe for pedestrian uses and can support the load of a single maintenance vehicle. The City of Yankton does not have engineering reports indicating that the Meridian Bridge is safe for general vehicular use, and the Released Parties cannot and will not guarantee its safety for purposes of the Event. As a condition of my participation in the Event, I specifically assume the risk of and waive any and all claims against the Released Parties related to or arising from personal injury, death, property damage and expenses of any nature whatsoever (including, but not limited to healthcare expenses) caused by the collapse or failure of any portion of the Meridian Bridge.

3. I hereby agree to defend, indemnify, save and hold harmless the Released Parties from any claim for or relating to loss, liability, damage or cost (including attorney’s fees) that they may incur due to my participation in the Event, whether caused by the negligence of the Released Parties or otherwise.

4. I agree that while participating in the Event, the use of alcohol or any substance that affects the ability to operate or control a vehicle or that may be hazardous to the health and safety of participants and spectators is strictly forbidden. I agree that I will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulations and I shall be personally liable for all fines and penalties for my own traffic law violations.

5. I expressly acknowledge and agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by South Dakota law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.


6. I understand and accept that in the course of my attendance at and participation in the Event, film or photographs may be taken, or illustration may be made of me and/or my personal property (including my Car or Motorcycle). I acknowledge and agree that such film/photographs and/or illustrations may be used in any medium by the Released Parties for advertising and promotional purposes in any medium, without compensation to me or my further consent.

7. Any dispute that may arise out of this agreement is subject to exclusive venue in Yankton County, South Dakota, and shall be construed according to the laws thereof.

I have read this AGREEMENT and understand that I am waiving important legal rights by signing this AGREEMENT, and do so of my own free choice and not under the influence of any of the Released Parties. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

<p>_____</p> <p>(Print name of Participant)</p> <p>_____</p> <p>(Signature of Participant)</p>	<p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>_____</p> <p>Date: _____</p> <p>_____</p>
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------

Memorandum No. 17-190

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Memorandum of Understanding between City of Yankton and
Yankton Convention and Visitors Bureau
DATE: August 22, 2017

Attached, please find a Memorandum of Understanding between the City of Yankton and Yankton Convention and Visitors Bureau. In essence the Memorandum of Understanding designates the Yankton Convention and Visitors Bureau to serve as the City of Yankton's primary external agency to promote the community and surrounding area as a destination for tourism and conventions.

The term of the agreement runs through August of this year through December 2019.

The funding level for the services described within is subject to change based on the marketing plan submitted for the subsequent calendar year, funds available, and will be determined year to year through the City of Yankton's annual budget process.

The CVB Advisory Board and Yankton Chamber of Commerce Board are both in agreement with the terms of the agreement.

Recommendation: It is recommended that the City Commission approve and authorize the Mayor to sign the attachment, entering into the agreement with the Yankton Convention and Visitors Bureau.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF YANKTON AND THE YANKTON CONVENTION AND VISITORS
BUREAU

This Agreement for Professional Services is made this 1st day of September, 2017, between the **CITY OF YANKTON, SOUTH DAKOTA**, on behalf of the City and the **YANKTON CONVENTION AND VISITORS BUREAU**, hereinafter referred to as "**City**" and "**CVB**", respectively.

SECTION ONE - APPOINTMENT

The City hereby recognizes the CVB, and the CVB hereby agrees to serve as the City's primary external agency in the promotion of the City, Yankton County, and greater Yankton area as a visitor destination for tourism and conventions. The CVB hereby agrees to the following conditions:

- A. The CVB agrees to implement its marketing plan for the City, in conformity with the budget approved for FY2018 and FY2019.
1. The CVB will submit a marketing plan and budget prior to May 1, which shall include the CVB's goals and objectives for the subsequent calendar year.

The City Manager shall review the marketing plan and budget and make recommendations to the City Commission. The marketing plan shall be approved by the City Commission before being implemented. It shall be the responsibility of the CVB to follow the marketing plan and budget as approved by the City Commission.

2. The plan shall include a marketing strategy to promote various attractions, events, and facilities in Yankton, Yankton County, and the greater Yankton area including, but not limited to:
- Downtown Yankton
 - Meridian Bridge
 - Missouri River National Park
 - Lewis and Clark Recreation Area/Lake
 - Municipal Parks/Trail System

- Local Attractions (swimming pool, golf course, etc.)
- National Field Archery Association
- Sports Tourism

The City Manager or his or her designee will assist in providing input into specific areas to be included in the marketing strategy.

- B. Promote the City annually at the National Field Archery Association Vegas Shoot, and serve as liaison for archery related events in the community.
- C. Be the lead agency, in cooperation with the City of Yankton, marketing tourism related events, facilities, and conventions in the community.
- D. The Director of the Parks and Recreation Department, and one City Commissioner will serve on the CVB Advisory Council.
- E. All considerations set out in this Agreement, marketing plans, monies, etc., are to be used to promote the City of Yankton as a visitor destination for tourism and conventions. The CVB shall use the City's funds to market and promote the City of Yankton and/or the City as a destination or stop for those visiting the greater Yankton area. The CVB may promote other regional entities and attractions including, but not limited to, the Lewis & Clark Recreation Area/Lake.
- F. The CVB Director shall provide monthly minutes the CVB monthly newsletter and quarterly financial statements to the CVB Advisory Council and City Manager to be included in the City Commission's Commission Information Memorandum. The CVB shall also provide the City of Yankton an annual financial statement.

SECTION TWO - PAYMENT

- A. The City hereby agrees to provide funding to the CVB for services in implementing the above mentioned marketing plan and other activities consistent with the CVB mission. Each year a request for funding will be made to the City Commission to be considered for the upcoming fiscal year.
- B. The City Finance Office will remit payment upon receipt of request for payment.
- C. The funding level is subject to change year to year based on the marketing plan submitted for the subsequent calendar year and funds available and will be determined year to year through the City of Yankton's annual budget process.

SECTION THREE - PROGRESS REPORTS

- A. The CVB hereby agrees to report on the progress of the program mentioned above two times per year in April and October at a regular meeting of the City Commission. The progress report shall include general information about visitor numbers, events booked, and progress toward plan goals. The report shall be received in writing by the City Manager and distributed to the City Commission. If requested the CVB Director shall appear before the City Commission in addition to the aforementioned visits.
- B. The CVB Director and City Manager shall meet on a monthly basis to discuss plans and progress.

SECTION FOUR - TERMS OF AGREEMENT

This Agreement shall begin on the 1st day of September, 2017 and terminate on the 31st day of December, 2019.

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 and South Dakota AG Opinion No. 92-06.

SECTION SEVEN - NO EMPLOYMENT OR AGENCY RELATIONSHIP

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

City of Yankton

Yankton Convention and Visitors Bureau

Mayor

Kasi Haberman, Director

Memorandum #17-185

To: Amy Nelson, City Manager
 From: Adam Haberman, Public Works Director
 Date: August 23, 2017
 Subject: Amendment #2 between the City of Yankton and State of South Dakota

In 2014 the City of Yankton entered a Joint Financial and Combined Letting Agreement Number 614301 between the City of Yankton and the South Dakota Department of Transportation concerning the City's participation in the South Dakota Highway 50 (4th Street) Reconstruction Project # NH 0050(99)381 PCN 6926. The project is currently underway and scheduled to be completed in the fall of 2017.

The City of Yankton's responsibilities outlined in the original agreement would be a contribution of \$361,590.00 towards the cost of the State project for decorative light poles, led lighting, and extra pavement width. An Amendment Number 1 to Agreement Number 614301 was approved at the City Commission meeting on January 26, 2015 to decrease the contribution amount to \$308,828.00.

Attached is Amendment Number 2 to Agreement Number 614301 which results in an increase as a result of the change of the thickness and width of the sidewalk being installed on the south side of 4th Street, between the lift station entrance road and Archery Lane. The original project plans call for five foot wide, four inch thick sidewalk in the described location. The City has future plans to install an eight foot wide, six inch thick trail, from the Yankton Chamber Building east to Archery Lane. Therefore, the City has requested the State oversize the sidewalk called for in the current 4th Street Reconstruction Project to meet the wider and thicker trail specifications. The oversizing of the sidewalk will result in an increase of \$32,000, for a new contribution total of \$340,828.00 which is still below the original contribution amount.

Recommendation: It is recommended that the attached Amendment to the Agreement be approved and the City Manager be authorized to sign the Amendment.

Respectfully,



Adam Haberman, PE
 Public Works Director

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

Roll call

AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 614301


BACKGROUND:

1. On September 9, 2014, the State of South Dakota, acting by and through its Department of Transportation, referred to in this Amendment as the "STATE," and the City of Yankton, South Dakota, referred to in this Amendment as the "CITY"; entered into an joint powers financial and combination letting agreement for Project Number NH 0050(99)381 PCN 6926, which agreement, referred to in this Amendment as the "AGREEMENT," was signed by representatives of each party and assigned Agreement Number 614301 by the STATE.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Paragraph 5. F. is added to the Agreement as follows:
 5. STATE RESPONSIBILITIES
 - F. As part of the STATE PROJECT and as requested by the CITY, the STATE will increase the width and depth of the sidewalk from five foot (5') width and four inch (4") thick concrete to eight foot (8') width and six inch (6") thick concrete located at Stations 77+84 to 78+92.26, 79+55.74 to 82+81.24, 83+33.05 to 85+36, and 85+75 to 88+27. The CITY'S lump sum reimbursement to the STATE will be Thirty-two Thousand Dollars (\$32,000.00). The CITY will pay the STATE within thirty (30) days of receipt of billing from the STATE.
2. Except as modified by this Amendment, the terms and conditions of the AGREEMENT, along with the prior Amendment Number 1, will remain in full force and effect.
3. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Amendment on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Amendment by the Mayor as the CITY'S authorized representative is attached to this Amendment as Exhibit A.

This Amendment is binding upon the signatories not as individuals, but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

City of Yankton, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Its: Mayor	Its: Secretary
Date: _____	Date: _____
Attest:	Approved as to Form:
_____	
City Auditor/Clerk	Special Assistant Attorney General
(CITY SEAL)	