

**CITY OF YANKTON**

**2015\_09\_28**

**COMMISSION MEETING**



# **YANKTON BOARD OF CITY COMMISSIONERS**

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

**Monday, September 28, 2015**

City of Yankton Community Meeting Room

Located at the Technical Education Center • 1200 W. 21<sup>st</sup> 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 September 14, 2015 and Special Work Session of September 21, 2015**

**Attachment I-2**

### **3. City Manager's Report**

**Attachment I-3**

### **4. Public Appearances**

## **II. CONSENT ITEMS**

### **1. Approving Current Volunteer Firefighter List**

Consideration of Memorandum #15-231 regarding approving the current list of Volunteer Firefighters per Workers' Compensation and SDCL requirements

**Attachment II-1**

### **2. Establish public hearing for sale of alcoholic beverages**

Establish October 12, 2015, as the date for the public hearing on the request for a Special RETAIL (on-sale) Wine dealers License for 1 day, October 17, 2015 from Hy-Vee Inc. (Richard N. Jurgens, President) d/b/a Hy-Vee, NFAA, 800 Archery Lane, Yankton, S.D

**Attachment II-2**

## **III. OLD BUSINESS**

### **1. Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #15-232 regarding the request for a Special (on-sale) Liquor License for 1 day, October 23, 2015, from Avera Sacred Heart Health Services (Taylor Tramp, Foundation Assistant), such event to be held at Pavilion Center, 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Floors and 1<sup>st</sup> and 2<sup>nd</sup> Floor of Surgical Center on Avera Campus, Yankton, S.D

**Attachment III-1**

### **2. Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #15-233 regarding the request for a Special Events (on-sale) Liquor License for November 17, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Mount Marty College, 1105 W. 8<sup>th</sup> Street, Yankton, S.D.

**Attachment III-2**

### **3. Acceptance of Easement at Yankton Mall**

Consideration of Memorandum #15-235 regarding recommending the acceptance of a Façade, Parking and Emergency Access Easement at the Yankton Mall

**Attachment III-3**

4. **Public Hearing - Yankton Mall Special Assessment Roll**  
Consideration of Memorandum #15-236, introduction and first reading of the Assessment Roll for the Façade, Parking and Emergency Access Easement Improvements at the Yankton Mall

**Attachment III-4**

#### **IV. NEW BUSINESS**

1. **Contract Award, Sludge Removal Wastewater Plant**  
Consideration of Memorandum #15-244 regarding Sludge Removal Wastewater Plant

**Attachment IV-1**

2. **TAP Grant – Phase 2&3**  
Consideration of Memorandum #15-243 regarding Resolution #15-60 regarding Transportation Alternatives Program Application for the Fox Run Trail System-Phase 2&3

**Attachment IV-2**

3. **Chan Gurney Municipal Airport-State Financial Assistance Agreement**  
Consideration of Memorandum #15-237 in support of Resolution 15-57 regarding the State of South Dakota's Financial Assistance Agreement for the Apron Expansion at Chan Gurney Municipal Airport.

**Attachment IV-3**

4. **Railroad Crossing Closures / New Crossing for Kolberg Pioneer**  
Consideration of Memorandum #15-238 regarding Railroad Crossing Closures / New Crossing for Kolberg Pioneer

**Attachment IV-4**

5. **Planning Commission Recommendation, Plat Review**  
Consideration of Memorandum #15-234 in support of Resolution #15-56, a Plat of Lots 31A and 31B, Crestview Homes Subdivision in the NE ¼ of Section 21, T93N, R56W of the 5<sup>th</sup> P.M., in Yankton County, South Dakota. Address, 210 Violet Drive. Randy Frost, owner.

**Attachment IV-5**

6. **Bid Award – Standby Generator**  
Consideration of Memorandum #15-240 regarding Bid Award for the Vehicle Maintenance Garage Standby Generator

**Attachment IV-6**

7. **State Water Plan Application**  
Consideration of Memorandum #15-242 in support of Resolution #15-59 authorizing the City Manager to execute the State Water Plan Application

**Attachment IV-7**

8. **State Water Plan Application – Yankton Wastewater Collection**  
Consideration of Memorandum #15-245 in support of Resolution #15-61 authorizing the City Manager to execute the State Water Plan Application – Yankton Wastewater Collection Improvements

**Attachment IV-8**

**9. Easement**

Consideration of Memorandum #15-246 authorizing the Mayor to execute an Easement between the City of Yankton and Ray Livingston, Darrell & Nancy Livingston

**Attachment IV-9**

**V. ADJOURN THE MEETING OF SEPTEMBER 28, 2015**

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS  
YANKTON, SOUTH DAKOTA  
SEPTEMBER 14, 2015**

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

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

Action 15-284

Moved by Commissioner Gross, seconded by Commissioner Sommer, to approve the Minutes of the budget meeting of August 11, 2015, and regular meeting of August 24, 2015.

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

Motion adopted.

Action 15-285

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

AT & T-Cell Phone-\$395.75; ACS Government Info Service-Maint Program Support-\$1,814.52; Anderson Realty LLC-Land Sale Commission-\$5,105.89; Ankeny Construction-Wilson Rd-\$19,210.50; Associated Supply Co-Pool Chemicals-\$251.05; Automated Drive Systems LLC-Yashawa Drive-\$6,001.57; Autumn Winds-Reimbursement-\$487.49; Avera Education & Staffing-CPR Cards-\$10.00; Avera Sacred Heart Hospital-DOT Alcohol/Drug Tests-\$100.00; Banner Associates Inc-Professional Services-\$4,424.76; Bauer Built Inc-Tires-\$250.00; Bomgaars Inc-Safety Glasses-\$91.80; Bow Creek Metal Inc-Planters-\$13,834.00; Broadway Chrysler-Truck Repairs-\$387.14; Cedar Knox Public Power-Dist Elect-Aug-\$3,034.58; Central Pump & Motor LLC-Replace Pump-\$800.26; CenturyLink-Phone Bill-Aug-\$1,654.91; Chesterman Company-Pool Concessions-\$907.33; City of Sioux Falls-Water Tests-\$72.50; City of Vermillion-Jt Power Cash Trans-\$38,077.86; City of Yankton-Parks Landfill Charges-\$424.90; City of Yankton-Solid Waste Compacted Garbage-\$11,610.90; City of Yankton-Street Rubbish-\$12.00; City Utilities Water-WW Charges-\$29,769.58; Clark's Rental-Rentals-\$25.00; Cole Papers Inc-Baby Changing Tables-\$622.56; Concrete Material-Hot Mix-\$194,801.12; Conkling Dist-Beer-\$2,135.25; Credit Collection Service Inc-Ut Collection-July-\$268.38; CSI Software-Software-\$599.00; D & G Concrete Const-Mulberry/Burleigh-\$54,885.91; Dakota Beverage Co Inc-Beer-\$1,985.05; Davenport Public Library-Lost Item-\$15.00; Department of Revenue-Water Tests-\$1,969.00; Dept of Corrections-DOC Work Program-\$1,948.20; Dex Media East-Phone Book-\$30.28; Ehresmann Engineering Inc-Steel-\$28.45; Eisenbraun and Associates-Professional Services-\$37,713.83; Ethanol Products LLC-Carbon Dioxide-\$671.65; Falkenberg Construction-Mowing-\$1,632.75; Fedex-Delivery Service-\$11.30; Feimer Construction-Watermain-\$137,557.27; First National Bank-Clear Water #3-\$106,494.59; First National Bank-Drinking Water SRF-\$61,349.87; First National Bank-Drinking Water #2-\$15,301.27; First National Bank-Drinking Water #3-\$74,282.98; Flannery/Kirt-Officer Stipend-July-\$50.00; Freedom Valu Center Inc-Vehicle Washes-\$91.00; Frick/Adam-Officer Stipend-July-\$50.00; Frick/Brian-Officer Stipend-July-\$130.00; Gametime-Musical Sculptures-\$6,637.50; Gary's Repair-Towing-\$80.00; Geotek Eng & Testing Serv Inc-Douglas/Wilson Road-\$525.00; Gerstner Oil Co-Aviation Fuel-\$50,530.08; Good-Land Pump Inc-

Pump Repair-\$3,155.78; Govt Finance Officer Assn-Membership Dues-\$190.00; Gramps-Fuel-\$206.85; Graymont Capital Inc-Lime-\$17,784.87; Hawkins Inc-Pool Chemicals-\$5,385.14; HD Supply Waterworks Ltd-Supplies-\$4,940.45; HDR Engineering Inc-Water Plant Design-\$398,663.00; Hedahl's Parts Plus-Filters-\$381.31; J & H Care & Cleaning Company-Janitorial Services-\$2,795.00; Jack's Uniforms-Uniforms-\$105.89; Johnson Electric Repair-Pump Motor-\$376.48; Kaiser Refrigeration Inc-Repairs-\$155.00; Kendell Doors & Hardware Inc-Repairs-\$1,007.25; Kimball-Midwest Electrical Wire-\$203.98; Language Line Services-Interpretation-\$12.18; Larry's Home Center-Repairs-\$564.20; Larsen Carpet-Tile Floor-\$11,723.75; Lewis & Clark BHS-JAIBG Flow Thru Grant-\$788.99; Mathison Company-Printing Supplies-\$118.78; McGrath North Mullin & Kratz-Professional Services-\$174.00; MidAmerican Energy-Fuel-Aug-\$1,253.26; MidAmerican Energy-Fuel-Aug-\$773.89; Midwest Alarm Company Inc-Service Fire Alarms-\$520.94; Midwest Tape-Audio Books-\$717.80; Midwest Turf & Irrigation-Parts-\$312.46; Midwest Wheel Companies-Parts-\$518.78; Modern Body Shop Inc-Windshields-\$754.00; Moser/Brad-Officer Stipend-July-\$50.00; Motor Vehicle Dept SD-License & Title-\$70.00; Motorola Solutions Inc-Pager Repairs-\$234.00; Mr Golf Car Inc-Tournament Carts-\$325.00; Municipal League SD-Registration Fee-\$100.00; MW Automotive Services-Vehicle Towing-\$160.00; Neu Pond and Landscaping-Install Pavers-\$1,468.80; Northern Truck Equipment Corp-Replace Hoses-\$1,591.70; Northwestern Energy-Elect-Aug-\$76,877.22; Observer-Advertisement-\$60.00; Olson's Pest Technicians Inc-Chemicals-\$68.00; Press Dakota MStar Solutions-Publishing-\$2,392.20; Printing Specialists-Utility Envelopes-\$1,011.06; R & R Products Inc-Repairs-\$543.85; Racom Corporation-EDACS Access-\$1,370.46; RDG Planning & Design-Meridian Plaza Design-\$5,845.62; Reeves Company Inc-Name Pins-\$65.15; Regional Technical Education-Lease-July-\$2,933.34; Reinhart Foods Inc-Entrees-\$3,068.21; Sanitation Products Inc-Sand/Salt Spreader-\$35,204.00; SD Public Assurance Alliance-Insurance-\$1,292.55; SDPRA Maintenance School-SDPRA Maintenance School-\$120.00; Sheehan Mack Sales & Equipment Inc-Filters-\$259.21; South Dakota One Call-Message Fee-\$485.10; South Dakota Planner's Assn-SDPA Registration-\$180.00; Stern Oil Co Inc-Fuel-\$1,833.56; T&R Contracting Inc-Douglas/Wilson Rd-\$106,350.30; Therkelsen & Associates Inc-Consultant Fees-\$5,090.50; TMA-Tires-\$410.00; Todd, Inc-Signs-\$3,700.48; Traffic Control Corp-Bypass Switch-\$580.00; TRE Environmental-Strategies Testing-\$950.00; Tri-State Turf-Repair Sprinkler System-\$643.07; Truck Trailer Sales Inc-Aluminum Box For Gator-\$3,395.00; Trugreen-Lawn Treatment-\$180.00; Turfwerks-Parts-\$863.46; US Post Office-Utility Postage-Aug-\$1,500.00; United Parcel Service Inc-Postage-Aug-\$730.96; United States Postal Service-Postage Meter-Aug-\$893.00; Vogel Paint Inc-Traffic Paint-\$1,859.40; Wage Works-Service Fee-\$85.00; Walt's Homestyle Foods Inc-Entrees-\$250.20; Water & Env Eng Research Ctr-Water Tests-\$200.00; Welfl Construction Corp-Collector Well-\$2,185,027.93; Wholesale Supply Inc-Pool Concessions-\$2,587.35; Williams & Company PC-Audit-\$6,765.00; Woehl/Toby-Officer Stipend-July-\$50.00; Woods Fuller Shultz & Smith PC-Professional Services-\$225.00; Xerox Corporation-Copier Lease-\$222.71; Xerox Corporation-Copier Lease-\$1,699.89; Yaggie's Inc-Grass Seed-\$575.00; Yankton Area Prog Growth-Training-\$50.00; Yankton Co Historical-1/4 Special Appropriation-\$2,025.00; Yankton County Auditor-YC Capital Improve CC-\$15,740.81; Yankton Janitor Supply Inc-Supplies-\$338.70; Yankton Office Equipment-Cash Register Parts-\$125.00; Yankton Rotary Club-Membership Dues-\$325.00; Yankton School District-2nd Qtr Shared Expenses-\$32,926.48; Yankton Title Co-Professional Services-\$159.00; Yankton Volunteer Fire Department-July/Aug Fire Calls-\$3,140.00; Ziegler/William-Officer Stipend-July-\$160.00; Zimco Supply Company-Course Equipment-\$152.55; A & B Business Inc-Printer Maintenance-\$456.04; Ace Hardware-Park Supplies-\$831.95; Acushnet Company-Golf Balls-

\$13,003.42; All Day Café-Travel Expense-\$38.64; All Star Pro Golf-Recreation Supplies-\$1,181.05; Amazon Mktplace Pmts-Sergeant Testing-\$2,439.04; Amazon.Com-Sergeant Testing-\$652.61; Amazon.Com-Amzn.Com/Bi Books-\$26.94; American-Meeting-\$1,323.60; Animal Health Clinic-K-9 Care-\$286.55; Appera-Towels-\$419.75; Arby's-Travel Expense-\$15.72; Arbys-Travel Expense-\$6.73; AT&T Bill Payment-AT&T Mobility-\$314.32; Baker-Taylor Books-\$2,954.02; Becker Body Shop-New Vehicle Striping-\$620.00; Bomgaars-Cleaning Supplies-\$1,306.91; Bow Creek Metal Inc-Equipment Maintenance-\$50.00; Buffalo Wild Wings-GRI Workshop Expense-\$13.41; Burger King-Travel Expense-\$6.20; Callaway-Golf Balls-\$243.00; Caseys Gen Store-Fuel-\$50.50; Center Point-Large Print Books-\$127.02; Cheers Bar & Grill-Meeting-\$113.50; Chief Supply-New Vehicle Equipment-\$2,872.78; Clarks Rentals-Custom Mower Rental-\$190.50; Coffee Cup-Travel Fuel-\$17.00; Corner Pantry-Fuel-\$60.00; Cox Auto Supply-Oil-\$532.02; Crescent Electric-Lamps-\$720.18; Crossroads Hotel Huron-Travel Expense-\$129.98; Dakota Trailer Mfg-Aluminum Tubing-\$52.00; Dayhuff Enterprises Inc-Janitorial Supplies-\$233.52; Delta-Meeting-\$1,296.60; Demco Inc-Office Supplies-\$519.51; Domino's-Recreation Supplies-\$71.88; Dunham's-Recreation Supplies-\$59.98; DX Service-Salt-\$3,638.76; Echo Electric Supply-Supplies-\$52.58; Ehresmann Engineering-Supplies-\$38.98; Embroidery & Screen Works-Advertisement-\$197.00; Fastenal Company-Cleaning Supplies-\$429.16; Fox Run Golf Course-Uniforms-\$30.73; Fred Haar Company-Mower Repair-\$14.62; Global Industrial Equip-Key Box For Squad Cars-\$69.87; Glock Inc-Gun Parts-\$363.00; Graham Tire-Tires-\$885.00; Great Wall Restaurant-Travel Expense-\$16.00; Guadalajara Mexican Restaurant-Travel Expense-\$17.00; Hardscapes-Plant Supplies-\$928.03; Hedahls-Batteries-\$990.78; Hilton Garden Inn-Lodging WP Conference-\$273.90; Hobby Lobby-Program Supplies-\$56.33; Holiday Inn-Travel Lodging-\$700.86; Holiday Plaza Conoco-Fuel WP Conference-\$51.92; Holiday Store-Travel Fuel-\$34.00; Hometown Memories-Book-\$48.95; Hundertmark Cleaning-Power Washer Soap-\$213.35; Hy-Vee-Gas/Riverboat Days Supplies-\$17.54; Hy-Vee-Entree-\$742.92; ICMA-Online Purchases Membership-\$784.00; In-Nursery Wholesaler-Plants-\$244.60; Indelco Plastics Corp-Transfer Pump Parts-\$126.43; Independence Waste-Rentals-\$2,059.35; Int'l Assoc of Fire Chief's-Membership Dues-\$234.00; JJ Benji's Embroidery-Program Awards-\$1,117.30; JFJ Disc Repair Inc-Disc Repair Supplies-\$33.27; JP Cooke-Dog Tags-\$54.23; JCL Solutions-Spencer Cleaning Supplies-\$1,673.64; Jimmy Johns-Travel Expense-\$42.71; Jimmy Johns-Travel Expense-\$19.07; Jimmy Johns-WP Conference Expense-\$11.30; Kaiser Refrigeration-Shop Supplies-\$1,331.78; KMart-Garbage Bags-\$54.55; Koletzky Implement Inc-Equipment Repair-\$9.57; Kum & Go-\$27.10; Laser Barn-Laser Tag Summer Reading-\$182.00; Light And Siren-New Vehicle Equipment-\$888.01; Locators and Supplies-Supplies-\$465.76; Longhorn Steak-Travel Expense-\$33.00; M&M Control Service-Blower Relief Valves-\$1,384.00; Entertainment Week-Subscriptions-\$49.95; Good Housekeeping-Subscriptions-\$7.97; Health Magazine-Subscriptions-\$15.95; Men's Health Mag-Subscriptions-\$24.94; People Magazine-Subscriptions-\$126.37; Self Magazine-Subscriptions-\$19.99; Shape Magazine-Subscriptions-\$18.97; US Weekly Magazine-Subscriptions-\$67.08; Women's Health Magazine-Subscriptions-\$15.98; Mark's Machinery Inc-PTO Shield-\$359.97; McDonald's-Travel Expense-\$5.23; McDonald's-Travel Expense-\$3.83; McDonald's-WP Conference Expense-\$7.80; Mead Lumber-Supplies-\$20.76; Med-Vet-Sharps Containers-\$447.00; Menards-Flowers/Supplies-\$1,334.88; Midwest Alarm Co Inc-Alarm System-\$63.00; Midwest Turf-Equipment Parts-\$187.00; MSFT-Software-\$66.25; Myradiomall Co-Batteries-\$165.89; NADA-Used Car Guide Book-\$105.00; National League of Cities-Conference-\$2,980.00; NFPA-Natl Fire Protect Fire Prevention Material-\$455.48; Nike Golf-Merchandise-\$5,475.91; Northtown Automotive-Vehicle Repair-\$85.76; Nutri System-Supplies-\$104.60; NVFC-Membership-\$37.50; O'Reilly Auto-Fuel Filter-

\$192.95; Outback-Travel Expense-\$46.44; Overdrive Dist-Downloadable Books-\$907.48; Ozonia North America-UV Ballasts-\$1,877.95; Paypal Betty Mills-Uniform Shirt-\$29.11; Paypal Home Fixit-Faucet Parts-\$9.96; Paypal Image Ware-Toner-\$19.99; Paypal Madison Office-Repair-HP Fusers-\$90.00; Pilot-Fuel WP Conference-\$41.61; Ping Inc-Golf Equipment-\$2,094.79; Postage-Refill Mailstation Postage-\$200.00; Quill Corporation-Office Supplies-\$298.74; Ray Allen Manufacturing-K-9 Muzzle Replacement-\$150.99; Recreation Supply Comp-Memorial Pool Chairs-\$5,264.54; Research Technology Inc-Disc Cleaning Machine-\$3,280.00; Booksontape.com-Audio Books-\$299.25; Riverside Hydraulics-Hoses-\$124.05; Rons Auto Glass Inc-Replace Glass-\$665.00; Royal Sport Shop-Park Supplies-\$116.26; Ruby Tuesday-Travel Expense-\$37.67; Sapp Bros-Travel Center-Fuel-\$47.35; Scotty D's BBQ-Travel Expense-\$14.00; Sears Hometown-Edger Blade-\$12.99; Shell Oil-Fuel-\$81.21; Shell Oil-Fuel-\$92.99; Sherwin Williams-Paint-\$1,662.55; Shur-Co Outletservice-Tarp Stops and Fabric-\$371.95; Sioux City Newspapers-Advertisement-\$907.51; Sirchie Finger Print-Office Supplies-\$191.42; Sleep Inn & Suites-Lodging-\$121.00; Smoke Box Café-Travel Expense-\$43.08; Sonic Drive Inc-Travel Expense-\$14.56; South Dakota Library Association-Conference Registration-\$485.00; Sportsmith-Recreation Supplies-\$133.51; Signs By Design-New Vehicle Graphics-\$1,400.00; Subway-Travel Expense-\$10.26; Superior Tech Products-Chemicals-\$1,403.00; Symbol Arts-Web Challenge Coins-\$1,830.00; Taco John's-Travel Expense-\$5.54; Tessman Company-Sioux Chemicals-\$3,108.67; Thatcher Co-Carbon-\$14,680.00; The Library Store-Office Supplies-\$60.20; Titan Machinery-Brake Pads-\$260.00; TMA-Mower Repair-\$533.76; Health Magazine-Subscription-\$24.95; This Old House Magazine-Subscription-\$35.00; Tractor Supply Co-Pound Supplies-\$42.10; Truck Trailer Sales-Plate Hitch-\$485.60; Twin Creek Animal Hosp-K-9 Care-\$1,300.00; UPS-Postage-\$16.05; USA Blue Book-Supplies-\$941.17; Yankton Co Reg of Deed-Recording Fees-\$65.00; Veolia Water Technology-Parts-\$361.20; Vessco-Parts-\$1,101.14; Veterinary Medical Clinic-Shelter Supplies-\$6.63; Viddler Inc-Video Hosting-\$30.52; View-Travel Expense-\$15.00; Vzwrllss-Internet Access-\$536.08; Wal-Mart-Office Supplies-\$548.12; Wendys-WP Conference Expense-\$7.19; Western Office Product-Ink Cartridges-\$431.67; Wholesale Supply Co-Concessions-\$99.60; WM Supercenter-Equipment-\$1,773.24; WW Grainger-Pipe-\$446.44; Yankton Winnelson Co-Shop Supplies-\$169.38; Zimco Supply Co-Chemicals-\$2,901.60; 3-Wire Group Inc-Autoclave Repair-\$106.97; ACS Solutions Services-Printer-\$678.84; AFSCME Council 65- Employee Deductions-\$1,369.42; Alies/Timothy-Fox Run Pro-Am-\$270.00; American Family Life Corp-Cancer & ICU Premiums-\$6,324.46; Assurant Employee Benefits-Vision Ins-September-\$539.16; Baldwin/Mark-Fox Run Pro-Am-\$1,775.00; Baylon/Brent-Fox Run Pro-Am-\$1,775.00; Billion Automotive Family-Chevrolet Pickup-\$49,353.00; Boyer Trucks Sioux Falls-GVW Chassis & Dump Body-\$68,706.00; Buechler/Robert-Training-\$65.00; Buran/Thomas-Fox Run Pro-Am-\$1,960.00; Can/Tarik-Fox Run Pro-Am-\$1,540.00; Connections Inc-EAP Insurance- August-\$274.82; Delio/Nick-Fox Run Pro-Am-\$2,510.00; Delta Dental-Dental Ins - September-\$7,160.76; Dept of Social Services-Employee Deductions-\$1,466.50; Eggen/Jeff-Fox Run Pro-Am-\$270.00; Elsen/Jordan-Fox Run Pro-Am-\$270.00; Evans/Christopher-Fox Run Pro-Am-\$3,640.00; First Natl Bank South Dakota-Employee Deductions-\$3,006.10; George/William-Fox Run Pro-Am-\$270.00; Geotek Eng & Testing Serv Inc-Water Plant Improvements-\$12,192.50; Harden III/Richard-Fox Run Pro-Am-\$1,271.67; ICMA Retirement Trust No. 457-Employee Deductions-\$3,083.86; Kretz/Kelly-Fox Run Pro-Am-\$1,271.67; Kunick/Timothy-Fox Run Pro-Am-\$8,400.00; Malenke/Neil-Fox Run Pro-Am-\$1,271.67; Marek/Bradley-Fox Run Pro-Am-\$5,640.00; Metzger/Andre-Fox Run Pro-Am-\$2,510.00; Minnesota Life Insurance Co-Life Ins-September-\$680.81; Northern Escrow Inc-Wastewater Outfall Pipe-\$54,902.20; Postmaster-Survey Postage-\$1,507.20; Retirement SD-SD

Retirement-August-\$64,669.34; SDSRP-Employee Deductions-\$3,830.00; SDWWA-Conference Registration-\$410.00; Summit Activity Center-Employee Deductions-\$835.50; United Way-Employee Deductions-\$70.00; University of Louisville-Registration-\$1,195.00; Vast Broadband-Internet Services-\$3,470.59; Watkins LLC-Fox Run Pro-Am-\$1,271.67; Wellmark Blue Cross-Health Ins-September-\$89,086.24; Wheeler/Collin-Fox Run Pro-Am-\$1,271.67; White/Cameron-Fox Run Pro-Am-\$1,540.00; Wuertz/Mike-Fox Run Pro-Am-\$1,271.67; Yankton Area Convention-Promote Rock n'Rumble-\$5,000.00; Yankton Area Prog Growth- Sales Tax Reimbursement-\$4,436.51; Yankton Police Department- Transfer-Detective Acct-\$3,000.00.

**Roll Call:** Members Present Voting "Aye:" Commissioners Ferdig, Gross, Hoffner, Johnson, Knoff, Sommer, and Mayor Carda; Voting "Nay:" None; Abstaining: Commissioner Woerner. Motion Adopted.

#### SALARIES-AUGUST 2015:

Administration-\$31,927.93; Finance-\$29,886.63; Community Development-\$18,336.62; Police-\$138,964.09; Fire-\$10,821.46; Engineering-\$43,757.83; Street-\$44,524.70; Traffic Control-\$1,815.24; Library-\$28,579.23; Parks/SAC-\$67,685.53; Memorial Pool-\$19,373.95; Marne Creek-\$4,616.30; Water-\$37,081.89; Wastewater-\$32,624.43; Cemetery-\$4,611.33; Solid Waste-\$18,622.66; Landfill-\$15,532.76; Golf Course-\$32,621.90; Central Garage-\$6,603.09.

#### PERSONNEL CHANGES & NEW HIRES:

New Hires: Richard Kupfer-\$20.00 hr.-Rec. Division; Doug Marquardt-\$20.00 hr.-Rec. Division; Jeremy Washburn-\$20.00 hr.-Rec. Division.

Status Change: Cody Garvey-\$10.25 hr.-From Streets to Rec. Division; Dan Thompson-\$10.00 hr.-From PT Police Officer to PT School Resource Officer.

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

Citizen Ed Gleich appeared to inquire about the entrance sign at the Regional Technical Education Center.

#### Action 15-286

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

1. Establish public hearing for sale of alcoholic beverages  
Establish September 28, 2015, as the date for the public hearing on the request for a Special (on-sale) Liquor License for one day, October 23, 2015, from Avera Sacred Heart Health Services (Taylor Tramp, Foundation Assistant), such event to be held at Pavilion Center, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floors, and 1<sup>st</sup> and 2<sup>nd</sup> Floors of Surgical Center on Avera Campus, Yankton, South Dakota.
2. Establish public hearing for sale of alcoholic beverages  
Establish September 28, 2015, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for November 17, 2015, from Chamber of Commerce, (Carmen Schramm, Director) dba Chamber of Commerce, Mount Marty College, 1105 West 8<sup>th</sup> Street, Yankton, South Dakota.
3. Special Work Session

Discussion regarding scheduling special work session for September 21, 2015, at 5:30 p.m. in Room 114 at the Regional Technical Education Center to discuss Water Infrastructure Update and Water Plant Design.

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

Action 15-287

This was the time and place for the second reading and public hearing for Ordinance No. 981, AN ORDINANCE TO APPROPRIATE MONIES FOR DEFRAYING THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF YANKTON, SOUTH DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, AND PROVIDING FOR THE LEVY OF ANNUAL TAXES FOR ALL FUNDS CREATED BY ORDINANCE WITHIN SAID CITY. No one was present to speak for or against adoption of the ordinance. Moved by Commissioner Gross, seconded by Commissioner Hoffner, to adopt Ordinance No. 981.

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

Action 15-288

Moved by Commissioner Johnson, seconded by Commissioner Gross, to adopt Resolution 15-54.

**RESOLUTION 15-54**

**WHEREAS**, a proposed annual budget for the fiscal year commencing January 1, 2016, has been prepared by the City Manager; and,

**WHEREAS**, the City Commission has examined, studied, and reviewed said proposed annual budget; and,

**WHEREAS**, the City Commission has after due consideration and deliberation, made such amendments and adjustments in the proposed annual budget as they consider necessary, desirable, or expedient.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Yankton, South Dakota, that:

1. The proposed annual budget attached hereto and made a part hereof is approved and effective January 1, 2016.
2. The City Manager is authorized to record all inter-fund transfers as contained in said approved annual budget.
3. The City Manager is authorized and directed to implement and to administer, within the budgetary funding limits and within adopted City policy and relevant State and City laws and regulations, said annual budget.

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

Motion adopted.

Action 15-289

This was the time and place for the second reading and public hearing for Ordinance No. 982, AN ORDINANCE TO REZONE PROPERTY DESCRIBED HEREIN. (Memorandum 15-222) No one was present to speak for or against adoption of the ordinance. Moved by Commissioner Ferdig, seconded by Commissioner Knoff, to adopt Ordinance No. 982.

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

Action 15-290

Moved by Commissioner Knoff, seconded by Commissioner Ferdig, to adopt Resolution 15-52. (Memorandum 15-224)

**RESOLUTION 15-52**  
**Commitment and Signature Authorization for**  
**Local Infrastructure Improvement Program 14-05**

**WHEREAS, *The City of Yankton*** has applied for and received the award of a Local Infrastructure Improvement Program Grant (LIIP-14-05), and

**WHEREAS, *The Board of City Commissioners*** through the adoption of the annual budget and other associated actions approved the project, the project budget, and funding commitment necessary to complete the project including construction, engineering, and geotechnical expenditures, and

**NOW THEREFORE, BE IT RESOLVED** that based on previous actions, discussions, and the adoption of the 2015 budget, it is affirmed that the City Manager was in the past, and shall continue to be, authorized to sign all documents associated with the project's contracts and grant requirements.

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

Action 15-291

Mayor Carda requested nominations to fill the vacant City Commission position due to the resignation of Commissioner Blaaid. Commissioner Johnson nominated Amy Miner to fill the vacant City Commission position. Moved by Commissioner Johnson, seconded by Commissioner Ferdig, that nominations cease and a unanimous ballot be cast for Amy Miner to fill the vacant City Commission position until the completion of the term in May, 2016.

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

City Attorney Den Herder administered the Oath of Office to newly appointed Commissioner Miner.

Action 15-292

Graham Forbes, auditor with Williams & Co. P.C., was present to review the 2014 City of Yankton Comprehensive Annual Financial Report (CAFR). Moved by Commissioner Knoff, seconded by Commissioner Hoffner, to accept the CAFR.

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

Motion adopted.

Action 15-293

Moved by Commissioner Knoff, seconded by Commissioner Sommer, to adopt Resolution 15-51. (Memorandum 15-223)

**RESOLUTION 15-51**

Conditional Use

WHEREAS, Larry and Peggy Olson are the owners of Lots 13 – 18, Block 42, Lower Yankton Addition to the City of Yankton, South Dakota, located at 405 E. 8<sup>th</sup> Street, and

WHEREAS, the above described property is zoned B-2 Highway Business in the City of Yankton’s zoning jurisdiction which allows conditional uses under the City of Yankton’s Zoning Ordinance No. 711 as amended, and

WHEREAS, this conditional use request is necessary for the owner to construct and operate a self-storage facility in the manner depicted on the attached site plan and has been reviewed and recommended for approval by a vote of the City Planning Commission with a three-year time limit for completion of the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves a Conditional Use Permit for the construction and operation of a self-storage facility in accordance with all applicable ordinances and regulations on the above described property within three years.

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

Action 15-294

This was the time and place to award the bid for the Annual Supply of Bulk De-Icing Salt for 2015-2016. The following bids were received and opened on August 27, 2015: Blackstrap Inc., Neligh, Nebraska-\$54.00 per ton; Nebraska Salt and Grain Co., Gothenburg, Nebraska-\$54.25 per ton; Meridian Grain, Freeman, South Dakota-\$54.64 per ton; Johnson Feed, Inc., Canton, South Dakota-\$57.00 per ton. Moved by Commissioner Knoff, seconded by Commissioner Woerner, to award the bid to the low bidder, Blackstrap Inc. of Neligh, Nebraska, in the amount of \$54.00 per ton. (Memorandum 15-221)

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

Motion adopted.

Action 15-295

Commissioner Gross introduced and Mayor Carda set October 12, 2015, as the date for a public hearing on Resolution 15-37, A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING IMPROVEMENTS FOR DOUGLAS AVENUE FROM ANNA STREET TO 31<sup>ST</sup> STREET. (Memorandum 15-194)

Action 15-296

Resolution 15-55 and Memorandum 15-230 regarding Douglas Avenue Assessment Agreements were considered. Citizen Paul Lowrie appeared to question the agreements. Moved by Commissioner Sommer, seconded by Commissioner Knoff, to adopt Resolution 15-55. (Memorandum 15-230)

**RESOLUTION 15-55**

It is hereby resolved that the City of Yankton shall enter into the written Easement and Assessment Agreements with the following named property owners authorizing the formation of an assessment district and the assessment of a portion of the Douglas Avenue improvement costs to the owners of property abutting Douglas from Anna Street to 31<sup>st</sup> Street:

Gail Kennedy  
Patricia Heine  
Roman Catholic Church of the Sacred Heart of Yankton, Dakota  
Wintz & Ray Funeral Home and Cremation Service, Inc.  
Horseshoe Bend, LLC

Mayor David Carda is hereby directed to execute said instruments on behalf of the City of Yankton.

**Roll Call:** Members present voting “Aye:” Commissioners Ferdig, Hoffner, Knoff, Sommer, and Mayor Carda; voting “Nay:” Commissioners Gross and Johnson; Abstaining: Commissioners Miner and Woerner.  
Motion adopted.

Action 15-297

Commissioner Hoffner introduced and Mayor Carda set September 28, 2015, as the date for a public hearing for Resolution 15-53, RESOLUTION APPROVING A SPECIAL ASSESSMENT ROLL FOR FAÇADE, PARKING, AND EMERGENCY ACCESS EASEMENT IMPROVEMENTS OF THE CITY OF YANKTON. (Memorandum 15-225)

Action 15-298

Moved by Commissioner Ferdig, seconded by Commissioner Johnson, to approve the Draw-Down Agreement between the City of Yankton and Yankton-Omaha Partnership, (GP-Dial-Yankton, LLC) for the disbursement of Special Assessment proceeds for improvements at the Yankton Mall, subject to all other assessment related approvals. (Memorandum 15-226)

**Roll Call:** Members present voting “Aye:” Commissioners Ferdig, Gross, Hoffner, Johnson, Knoff,

Miner, Woerner, and Mayor Carda; voting “Nay:” None; Abstaining: Commissioner Sommer.  
Motion adopted.

Action 15-299

Moved by Commissioner Knoff, seconded by Commissioner Sommer, that Water Treatment Plant No. 2 project be accepted as complete and the City Finance Officer be authorized to issue a manual check in the amount of \$16,175.55, as final payment for the project, to Welfl Construction Corporation, Yankton, South Dakota. (Memorandum 15-229)

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

Action 15-300

This was the time and place to approve the bid for the Highway 50 Utilities Project. The following bids for the Highway 50 Project were received by the State of South Dakota on September 9, 2015: D&G Concrete Construction, Sioux Falls, South Dakota-\$5,836,288.55; Dakota Contracting Corporation, Sioux Falls, South Dakota-\$6,073,622.99; Knife River Midwest LLC, Sioux City, Iowa-\$6,253,649.10. The City utility portion of the project includes replacement of water main and sewer main crossings along Highway 50 from Burleigh to Broadway Street, with the City Utility portion of this phase of the project being \$369,101.27. (Memorandum 15-228) Moved by Commissioner Knoff, seconded by Commissioner Gross, to approve the bid from D&G Concrete Construction, Sioux Falls, South Dakota, in the amount of \$5,836,288.55 subject to concurrence and award of the bid by the South Dakota Transportation Commission.

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

Commissioners discussed the idea of regularly scheduled work sessions. City Manager Nelson and City Attorney Den Herder will research other first class cities and ordinances and bring back information and possible proposals to a future meeting. (Memorandum 15-227)

Action 15-301

Moved by Commissioner Woerner, seconded by Commissioner Sommer, to adjourn at 8:17 p.m.

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

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David Carda  
Mayor

ATTEST: \_\_\_\_\_  
Al Viereck  
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS  
YANKTON, SOUTH DAKOTA  
SPECIAL WORK SESSION - SEPTEMBER 21, 2015-5:30 P.M.**

Special work session meeting of the Board of City Commissioners of the City of Yankton was called to order by Mayor Carda.

**Roll Call:** Present: Commissioners Ferdig, Gross, Johnson, Knoff, Sommer, and Woerner. City Attorney Den Herder and City Manager Nelson were also present. Absent: Commissioner Hoffner. Quorum present.

An update was given on Water Infrastructure and Water Plant Design followed by discussion. No action was taken at this time.

Action 15-302

Moved by Commissioner Woerner, seconded by Commissioner Ferdig, to adjourn at 7:07 p.m.

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

Motion adopted.

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David Carda  
Mayor

ATTEST:

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Al Viereck  
Finance Officer



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## OFFICE OF THE CITY MANAGER

[www.cityofyankton.org](http://www.cityofyankton.org)

VOL. 50, NUMBER 18

### Commission Information Memorandum

The Yankton City Commission meeting on Monday, September 28, 2015, will begin at 7:00 pm.

#### Non-Agenda Items of Interest

##### 1) Community Development Update

As part of our continued education efforts to protect our storm sewer system, staff has prepared a brochure to be mailed to all current commercial water customers. The brochure outlines common sense measures to prevent pollutants including oils, debris, and chemicals among others from entering the storm sewer system. This is particularly important because storm water is released into Marne Creek and the Missouri River without treatment, meaning whatever goes down a storm drain inlet ends up directly in the river. New commercial customers will receive a copy of the brochure when they sign up for water service.

##### 2) Human Resources

We will be working with Avera Sacred Heart in providing on-site flu shots for City employees. These have been scheduled for October 15 and the billing for the injections will be submitted to our group health insurance carrier Wellmark. If someone is not covered under our group coverage, they are still eligible to receive the shot at the cost of \$25.00.

##### 3) Public Services Department Update

A preconstruction meeting was held for the Park Street reconstruction project and the project is underway.

The 5<sup>th</sup> Street Reconstruction project paving has been completed and the street is open to traffic.

Paving of Wilson Road is anticipated next week. This is the final phase of this construction contract.

The contract to install sidewalk along the east side of Highway 81 north of 31<sup>st</sup> Street is complete, with the exception of the tie into Wilson Road intersection.

The Street and Engineering Department met with Parks and Recreation to finalize the location of a trail to be constructed at the Community Garden and Dog Park this fall. The proposed trail will be an extension of the existing Marne Creek soft trail and connect to the proposed Fox Run Trail. Parking lot improvements will also be installed.

The Federal Aviation Administration Grant request for the Environmental Assessment at Chan Gurney Municipal Airport was approved. A grant acceptance was signed and returned. There is an agenda item

in this packet to accept the South Dakota Department of Transportation grant amount to complete the Environmental Assessment.

#### **4) Library Update**

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

#### **5) Information Services**

Interviews for replacing the Systems Manager / Computer Operations Technician position have started. We hope to have a replacement hired soon. The migration to the cloud for the Summit Activities Center fitness / club management software was completed on September 16. In addition, a new server and networking rack were installed. The new cloud based system seems to be working well. Staff also installed a new patron and print management system at the library. The previous software vendor had experienced an ownership / management change that had severely impacted the company's ability to provide timely support. With the existing software's maintenance term expiring, staff determined that looking at a different vendor would be a better long term option.

#### **6) Fire Department**

The Yankton Fire Department participated in the Points of Dispensing/Countywide Emergency Response Exercise held on September 10. This exercise simulated a major fire, an explosion, the moving of the county-wide Emergency Operations Center from the EMS Building to Fire Station #2 and setting up a Points of Dispensing site at the Human Services Center. A report will be generated identifying the strengths and challenges of the response. This report will be reviewed at a later date which will allow agencies to take action to make their responses more effective and efficient.

The Yankton Fire Department participated in the SAPA Safety Day on September 17 at the NFAA Facility. Participants were provided with fire safety information and allowed to crawl through the Fire Safety House which uses theatrical smoke to simulate their escape from a structure fire.

YFD members recently completed annual hose testing. This is required to ensure the safety of the hose we use and is required by national standards and ISO. Members unload over 20,000 feet of hose, pressure up the hose to specified pressures for a specified amount of time and uncouple and drain the hose. The hose is then reloaded on the trucks for use.

We have received many good compliments on the annual display of the American flag from the Ladder Truck on September 11. Deputy Chief Nickles and Firefighter Ryan Kaiser were responsible for putting together this display.

#### **7) Finance Department Update**

Finance has prepared the City levy for property taxes as part of the 2016 budget Ordinance No. 981 and submitted it to the Yankton County auditor's office on September 16. The roster of delinquent special assessments is also being prepared and will be certified to the county auditor before the November 1, 2015 deadline.

The results of the City surplus property auction held on Wednesday, September 23 in partnership with the South Dakota Property Management Office will be provided to the commission once the State has had the opportunity to settle all expenses associated with the auction.

#### **8) Parks and Recreation Department Update**

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

**9) Police Department Update**

The DEA drug take-back is Saturday, September 26, Lt Burgeson will be handling this activity. We are still working on a permanent receptacle in our lobby, so we can collect unwanted drugs year round.

Chief Paulsen worked the Ted Nugent Kamp for Kids at NFAA. They had 104 kids and 97 adults attend this year.

Our testing for 2 Sergeant positions has been completed. We are awaiting the scores on the written tests, then we'll combine all the scores and make our selections. The promotions won't take effect until October 30, right before we change over to 12 hour shifts on October 31<sup>st</sup>.

Both Samantha Rus and Joe Erickson have successfully completed their Field Training and are working solo in cruisers. They both will attend Law Enforcement Training in Pierre beginning in November.

**10) Environmental Services Department**

A 72 hour pump test was conducted to help determine the final capacity of the collector well. Water was pumped from the well at a rate of 14,000 gallons per minute for 72 hours. The total depth of water in the well was approximately 85 feet at the start of the pump test. The water was drawn down about 21 feet during the pump test. This is equal to a little over 20 million gallons per day. Engineers and the well contractor will be looking at the pump test and the drawdown of the monitoring wells in the area to determine the final capacity of the well. The high capacity of the well suggest a large influence and recharge from the river.

Professional divers completed an annual inspection on the intakes and the underground storage tanks. Inspection of the intake found the condition of the intakes similar to last year. Inspections of the underground storage did lead to some minor piping replacement and cleaning. The visual inspection of the underground storage found no structural issues.

Progress continues on the raw water line. Due to changes by the contractor in the construction project area needed, the decision was made to continue with the pipeline in Levee Street. The original plans had the pipeline route in the middle of Riverside Park. The new route on the south half of Levee Street will reduce the project cost by \$5,000.00.

**11) Monthly reports**

Fox Run Golf Course and Joint Powers Solid Waste monthly reports are included for your review.

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

Sincerely,

Amy Nelson  
City Manager

## **Yankton Community Library**

### **Teen Tech Tutors:**

Teen Tech Tutors are back! On October 10 and 24, from 1-3 p.m., students from the Yankton High School National Honor Society will be at the library to work with individuals who need assistance with computers, e-mail, Internet searches, Facebook, etc. Registration is now open for thirty minute time slots for one-on-one mini technology classes.

### **Banned Books Week:**

We are observing this in accordance with the American Library Association's dates of September 27-October 3. We'll have a display and challenge people to read books from the Banned Book list as we celebrate our freedom to read.

### **South Dakota Library Association Conference:**

This takes place September 23-25 in Rapid City. While we are there, I will be installed as the new president of the association and my duties begin. This year, I have been serving as Vice President. Four staff members are attending.

## FINANCE MONTHLY REPORT

Activity	AUGUST 2015	AUGUST 2014	AUG 2015 YTD	AUG 2014 YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in gallons per 1,000)	88,313	73,091	462,134	430,413
Water Billed	\$590,064.05	\$495,309.60	\$3,419,755.84	\$3,122,348.16
Basic Water Fee/Rate per 1000 gal.	\$15.45/\$5.08	\$15.00/\$4.93		
Number of Accounts Billed	5,412	5,380	41,929	41,793
Number of Bills Mailed	5,412	5,380	41,929	41,793
Total Meters Read	5,538	5,545	44,612	44,275
Meter Changes/pulled	6	20	32	415
Total Days Meter Reading	1	1	8	11
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	3
<b>Sewer</b>				
Sewer Billed	\$286,825.92	\$267,499.14	\$2,159,016.86	\$2,002,596.17
Basic Sewer Fee/Rate per 1000 gal.	\$8.37/\$5.06	\$7.97/\$4.82		
<b>Solid Waste</b>				
Solid Waste Billed	\$77,913.78	\$75,179.69	\$618,856.05	\$598,250.00
Basic Solid Waste Fee	\$16.63	\$16.15		
<b>Total Utility Billing:</b>	<b>\$954,803.75</b>	<b>\$837,988.43</b>	<b>\$6,197,628.75</b>	<b>\$5,723,194.33</b>
<b>Adjustment Total:</b>	<b>(\$200.01)</b>	<b>(\$528.76)</b>	<b>(\$2,977.86)</b>	<b>(\$6,949.68)</b>
Misread Adjustments	\$0.00	\$0.00	\$0.00	(\$58.95)
Other Adjustments	(\$0.01)	(\$438.76)	(\$1,567.86)	(\$6,110.73)
Penalty Adjustments OFF	(\$210.00)	(\$90.00)	(\$1,570.00)	(\$860.00)
Penalty Adjustments ON	\$10.00	\$0.00	\$160.00	\$80.00
New Accounts/Connects	64	72	759	669
Accounts Finaled/Disconnects	62	58	411	442
New Accounts Set up	3	4	31	16
Delinquent Notices	408	399	3132	3209
Doorknockers	127	114	1103	1109
Delinquent Call List	58	57	723	529
Notice of Termination Letters	16	16	128	110
Shut-off for Non-payment	8	7	44	37
Delinquent Notice Penalties	\$4,080.00	\$3,990.00	\$31,320.00	\$32,090.00
Doorknocker Penalties	\$1,270.00	\$1,140.00	\$11,030.00	\$11,090.00
<b>Other Office Functions:</b>				
Interest Income	\$6,645.04	\$4,933.07	\$53,587.77	\$36,404.99
Interest Rate-Checking Account	0.43%	0.27%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	193	167		
Payments Issued to Vendors	\$ 2,430,534.68	\$ 1,198,336.53	\$15,515,680.22	\$9,620,520.20
# of Employees on Payroll	272	274		
Monthly Payroll **	\$ 424,236.42	\$ 607,869.68	\$3,628,079.70	\$3,421,316.21
<i>**Note: August 2014 had 3 pay periods</i>				

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

**SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS**

1st -half of September information:

Fitness Classes-	
Early Bird Boot Camp class	26 participants
Power Abs	52 participants
Prime Time Senior class	33 participants
Tabata class	41 participants
Tiny Tots Play Club	Closed for the season
Water aerobics	151 participants
Work-Out Express class	92 participants
Yoga classes	63 participants
Zumba class	28 participants

Rentals-

o Birthday rentals-	6 parties
o SAC courts-	4 hours
o Theater-	0 hours
o Meeting rooms-	0 hours
o City Hall courts-	0 hours
o Capital Building-	4 dates
o Riverside shelters-	2 rentals
o Memorial shelters-	3 rentals
o Westside shelter-	2 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rental

SAC members-	1,971 people
SAC memberships-	812
SAC attendance-	1,900 visits
New members-	18 people

Todd is working on the 2016 Ribfest event. Saturday, June 4, 2016. There is discussion again of having some music, food, and beer tent on Friday evening also.

Sunday – Friday, September 13 – September 18- SAC Pool Closed for Routine Maintenance and Cleaning.

**PARKS**

Thomas Hill, a local scout working on his Eagle Project, has installed more flag holders at Fantle Memorial Park. Additional holders were placed on the west side of the park and on the south side of the park.

The Parks Advisory Board is starting an initiative to talk with certain youth sports groups to identify basic needs/improvements at current facilities. Once they have gathered this information, they will be approaching the City Commission about funding these improvements along with the desire to fund improvements at Fantle Memorial Pool and a desire to fund installing artificial turf on some City sports fields. All of these improvements would need to either be budgeted for in the 5-year CIP plan, or develop

a “quality-of-life opt out” for funding. These ideas, along with the gathered information, will be brought forward for more discussion at a City Commission Meeting later this year.

The Parks Department is short one full-time employee. There are a number of internal candidates who will be interviewed for the position during the week of September 21 – September 25.

Sertoma Youth Baseball has brought forward a proposal to replace the current shed at Sertoma Park North with a larger wood shed. There would be no cost to the City to have the new shed constructed. This proposal will be brought forward to the City Commission at the October 12 meeting.

Working with a concrete contractor for the Meridian Bridge Plaza Phase II project. An electrician has installed a light at the Submarine Memorial to shine on the United States Flag that flies there throughout the spring, summer, and fall. The path that will be installed south of Levee Street that will pass by the Submarine Memorial and the Meridian Bridge Monument will be completed this fall. The corten steel planters (four total) will be installed on both sides of the upper level ramp this fall.

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

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

## **TRAILS**

RR underpass for Auld-Brokaw trail west of Locust and north of 15<sup>th</sup> Street. Installation of the concrete trail underpass is complete. Two items remaining on the project include 1) installing the fence barrier/protection system which will be on both sides of the trail and above the trail in the railroad’s right-of-way which extends 50’ east and west from the middle of the tracks. There was a change order on how the fence will be installed and this has caused approximately a four to six week delay as materials are fabricated. Item 2) Clean-up of the entire construction area. The hope is to have the trail open in the beginning of October. People have been riding or walking around the trail closed signs and barriers and utilizing the completed trail section.

## **GOLF**

Amy, Todd, and Kevin Doby will be working through a staffing transition plan for moving forward with future operations at the course. The City advertised for an Assistant Golf Professional position at Fox Run but with only eight applicants and only two of those with professional golf backgrounds, of which one withdrew before we even closed the position, we may advertise again late this fall to get more interest from the golf industry. We are also examining the entire operation from a full-time staffing situation to determine what the best plan may be in the future. This includes the full-time staff in the clubhouse and the full-time staff on the maintenance side.

09/14/15

Fox Run Golf Course  
Statement of Revenues & Expenses

	01Aug2015 31Aug2015	01Aug2014 31Aug2014	01Jan2015 31Aug2015	01Jan2014 31Aug2014	Legal Budget
Direct Revenues:					
Concessions	26,687.72	26,050.82	113,961.89	116,420.05	172,900.00
Pro Shop	24,793.06	14,363.21	98,447.99	97,644.31	192,350.00
Course	33,240.44	35,884.47	421,239.24	407,485.16	509,500.00
	-----	-----	-----	-----	-----
Total Direct Revenues	84,721.22	76,298.50	633,649.12	621,549.52	874,750.00
Direct Expenses:					
Concessions	10,455.57	16,203.77	42,648.08	49,255.97	68,575.00
Pro Shop	1,712.60	9,551.02	82,062.67	84,892.94	117,400.00
Course			26,355.81	36,932.24	37,500.00
	-----	-----	-----	-----	-----
Total Direct Expenses	12,168.17	25,754.79	151,066.56	171,081.15	223,475.00
Add Beginning Inventory					
Less Ending Inventory					
Net Direct Income (Loss)					
Indirect Revenues -	46.89	26.34	810.71	68.96	650.00
Indirect Expenses:					
Personal Services	37,656.16	54,011.82	250,563.93	238,600.09	360,227.00
Insurance			6,015.68	5,847.74	5,460.00
Professional Services	1,511.73	1,867.35	10,227.68	12,076.68	25,500.00
Advertising	12.00	2,708.59	6,431.95	10,206.28	6,100.00
Repair & Maintenance	(6,140.82)	10,973.86	26,247.50	35,131.67	57,500.00
Supplies & Materials	8,620.81	5,281.95	30,750.83	35,447.00	60,300.00
Travel, Conference & Dues			1,147.61	1,333.38	5,800.00
Utilities	3,618.30	3,079.91	16,597.70	16,111.27	34,400.00
Billing and Administration			67,340.00	67,340.00	67,340.00
Depreciation	5,128.69	4,877.22	39,772.17	39,035.21	55,745.00
	-----	-----	-----	-----	-----
Total Indirect Expenses	50,406.87	82,800.70	455,095.05	461,129.32	678,372.00
Net Operating Income	22,193.07	(32,230.65)	28,298.22	(10,591.99)	40,893.00
	=====	=====	=====	=====	=====
Capital Outlay	12,933.75		43,136.91	1,302.33	114,000.00
	=====	=====	=====	=====	=====

Fox Run Golf Course  
Statement of Revenues

	01Aug2015 31Aug2015	01Aug2014 31Aug2014	01Jan2015 31Aug2015	01Jan2014 31Aug2014	Legal Budget
<b>Concessions</b>					
CASH Long	236.99	244.15	1,413.27	730.55	600.00
PREPARED FOOD	6,411.83	5,751.84	21,536.50	24,272.82	39,600.00
PRE-PACKAGED FOOD	1,201.58	1,102.03	8,925.35	5,574.53	7,700.00
BEER	14,539.91	15,358.05	62,084.05	68,910.24	99,000.00
BOTTLED POP	4,297.41	3,594.75	20,002.72	16,931.91	26,000.00
MISCELLANEOUS CONCESSIONS					
<b>Total Concessions</b>	<b>26,687.72</b>	<b>26,050.82</b>	<b>113,961.89</b>	<b>116,420.05</b>	<b>172,900.00</b>
<b>Pro Shop</b>					
GOLF BALLS	4,527.88	2,128.69	15,275.08	11,488.02	26,000.00
GLOVES	1,007.59	802.77	5,411.25	3,733.70	7,000.00
GOLF CAPS/VISORS	3,211.31	695.09	7,864.05	3,655.78	8,000.00
MERCHANDISE	7,593.02	5,883.44	22,484.16	20,169.11	50,000.00
MERCHANDISE NON-TAX			354.06	456.00	2,000.00
GOLF EQUIPMENT	7,753.91	4,152.75	33,050.28	42,381.32	65,000.00
MISCELLANEOUS MERCHANDISE				115.74	50.00
CLUB REPAIRS	699.35	577.83	6,558.54	7,879.20	11,000.00
LESSONS		122.64	4,750.57	5,065.44	8,000.00
GOLF CART ADS			2,700.00	2,700.00	15,300.00
<b>Total Pro Shop</b>	<b>24,793.06</b>	<b>14,363.21</b>	<b>98,447.99</b>	<b>97,644.31</b>	<b>192,350.00</b>
<b>Course</b>					
SIMULATOR			2,874.66		
SIMULATOR NON-TAXABLE			585.00		
SEASON PASS	160.75	243.34	167,194.95	172,689.84	195,000.00
SEASON PASS NON-TAX			3,521.69	3,386.82	3,500.00
GREEN FEES-WEEKENDS/HOLIDAYS	7,963.27	13,763.85	40,173.26	40,259.39	75,000.00
GRREN FEES NON-TAX			9,487.80	14,106.00	6,500.00
GREEN FEES - WEEKDAYS	13,962.82	10,152.97	61,796.43	53,812.39	70,000.00
GOLF CAR RENTAL	8,932.49	8,395.58	51,458.80	50,821.33	75,000.00
GOLF CAR STORAGE (NON-TAX)	75.00	181.37	25,805.74	19,319.56	21,500.00
TRAIL FEES	74.82	126.64	28,468.54	26,024.29	30,000.00
PULL CART RENTAL	44.88	22.44	239.36	243.97	300.00
GOLF CLUB RENTAL	46.62	366.47	590.52	677.27	1,100.00
DRIVING RANGE	1,932.61	1,416.81	16,935.93	12,202.70	15,000.00
DRIVING RANGE NON-TAX			568.16	449.68	600.00
HANDICAPING	47.18		7,053.40	8,557.92	9,000.00
LEAGUES					1,500.00
JUNIOR GOLF PROGRAM			4,485.00	3,719.00	4,000.00
<b>Total Course</b>	<b>33,240.44</b>	<b>35,884.47</b>	<b>421,239.24</b>	<b>407,485.16</b>	<b>509,500.00</b>
<b>Total Direct Revenues</b>	<b>84,721.22</b>	<b>76,298.50</b>	<b>633,649.12</b>	<b>621,549.52</b>	<b>874,750.00</b>

Fox Run Golf Course  
Statement of Expenditures

	01Aug2015 31Aug2015	01Aug2014 31Aug2014	01Jan2015 31Aug2015	01Jan2014 31Aug2014	Legal Budget
<b>Concessions</b>					
CASH SHORT	137.60	245.24	1,293.96	669.79	500.00
PREPARED FOODS	3,265.49	6,832.14	12,891.23	17,988.57	27,000.00
CANDY	818.55	677.95	3,447.97	2,276.35	4,000.00
BEER	5,002.10	6,208.40	18,360.90	21,039.41	28,000.00
POP	1,231.83	2,240.04	6,654.02	7,281.85	9,000.00
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Total Concessions	10,455.57	16,203.77	42,648.08	49,255.97	68,575.00
<b>Pro Shop</b>					
GOLF BALLS		2,243.33	28,310.88	11,891.21	19,000.00
GLOVES		1,591.74	847.67	2,309.22	3,200.00
GOLF CAPS/VISORS		499.10	3,189.35	1,500.47	4,200.00
MERCHANDISE	845.86	1,644.48	16,686.04	22,798.07	36,000.00
GOLF EQUIPMENT	371.16	3,400.66	28,082.05	40,830.15	49,000.00
TRADE IN GOLF EQUIPMENT					
CLUB REPAIRS	495.58	171.71	4,946.68	5,050.84	6,000.00
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Total Pro Shop	1,712.60	9,551.02	82,062.67	84,892.94	117,400.00
<b>Course</b>					
GOLF CAR RENTAL			24,455.81	26,235.81	26,000.00
REIMBURSEMENT-GOLF SHED RENTAL				342.25	
PULL CART RENTAL				852.00	900.00
DRIVING RANGE			1,750.00	2,297.23	2,500.00
HANDICAPING				6,905.00	7,100.00
JUNIOR GOLF PROGRAM				299.95	1,000.00
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Total Course			26,355.81	36,932.24	37,500.00
Total Direct Expenditures	12,168.17	25,754.79	151,066.56	171,081.15	223,475.00
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Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2015 Budget
<b>Joint Power Transfer/Landfill</b>					
<i>Total Revenue</i>	\$681,294.23	\$490,581.19	\$1,171,875.42	\$980,000.00	\$1,470,000.00
<i>Expenses:</i>					
Personal Services	151,267.61	215,441.03	366,708.64	385,789.33	578,684.00
Operating Expenses	147,563.87	232,998.53	380,562.40	498,648.00	747,972.00
Depreciation (est)	73,080.54	111,526.50	184,607.04	267,753.33	401,630.00
Trench Depletion	0.00	49,837.25	49,837.25	52,000.00	78,000.00
Closure/Postclosure Resrv	0.00	5,409.26	5,409.26	5,433.33	8,150.00
Amortization of Permit	0.00	708.62	708.62	733.33	1,100.00
<i>Total Operating Expenses</i>	371,912.02	615,921.19	987,833.21	1,210,357.33	1,815,536.00
<i>Non Operating Expense-Interest</i>	0.00	34,622.23	34,622.23	44,860.67	67,291.00
<i>Landfill Operating Income</i>	309,382.21	(159,962.23)	149,419.98	(275,218.00)	(412,827.00)
<b>Joint Recycling Center</b>					
<i>Total Revenue</i>	63,361.91	105,594.57	168,956.48	196,200.00	294,300.00
<i>Expenses:</i>					
Personal Services	14,048.29	127,445.06	141,493.35	150,231.33	225,347.00
Operating Expenses	34,527.03	41,192.64	75,719.67	110,709.33	166,064.00
Depreciation (est)	26,863.65	15,081.94	41,945.59	52,566.67	78,850.00
<i>Total Operating Expenses</i>	75,438.97	183,719.64	259,158.61	313,507.33	470,261.00
<i>Non Operating Expense-Interest</i>	3,274.28	0.00	3,274.28	0.00	0.00
<i>Recycling Operating Income</i>	(15,351.34)	(78,125.07)	(93,476.41)	(117,307.33)	(175,961.00)
<i>Total Operating Income</i>	\$294,030.87	(\$238,087.30)	\$55,943.57	(\$392,525.33)	(\$588,788.00)
<b>Tonage in Trench:</b>	<u>8/31/2014</u>	<u>8/31/2015</u>			
Asbestos	129.15	95.66	95.66	30.00	45.00
Centerville	159.09	187.22	187.22	176.67	265.00
Beresford	395.67	903.41	903.41	416.67	625.00
Clay County Garbage	8,410.99	7,901.86	7,901.86	8,800.00	13,200.00
Elk Point	660.64	689.43	689.43	680.00	1,020.00
Yankton County Garbage	13,775.26	14,809.97	14,809.97	14,533.33	21,800.00
<i>Total Tonage in Trench</i>	23,530.80	24,587.55	24,587.55	24,636.67	36,955.00
Operating Cost per ton			\$41.58	\$50.95	\$50.95

This report is based on the following:

Revenue accrual thru August 31, 2015

Expenses cash thru August 31, 2015 with September's Bills

Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2015 Budget
<b>Source of Funds</b>					
<i>Beginning Balance</i>	\$426,842.00	\$1,351,279.00	\$1,778,121.00	\$1,675,317.00	\$1,675,317.00
<i>Operating Revenue:</i>					
Net Income	294,030.87	(238,087.30)	55,943.57	(392,525.33)	(588,788.00)
Depreciation	99,944.19	126,608.44	226,552.63	320,320.00	480,480.00
Trench Depletion	0.00	49,837.25	49,837.25	52,000.00	78,000.00
Amortization of Permit	0.00	708.62	708.62	733.33	1,100.00
<i>Non Operating Revenue:</i>					
Grant	0.00	30,290.91	30,290.91	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	30.36	30.36	16,000.00	24,000.00
Sale Proceeds	0.00	3,150.00	3,150.00	3,333.33	5,000.00
Comp. for Loss & Damage	0.00	0.00	0.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	920.08	1,194.85	2,114.93	3,333.33	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(208,635.95)	208,635.95	0.00	78,666.67	118,000.00
Joint Recycling Center	(17,456.19)	17,456.19	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>595,645.00</u>	<u>1,551,104.27</u>	<u>2,146,749.27</u>	<u>1,757,178.33</u>	<u>1,798,109.00</u>
<b>Application of Funds Available</b>					
<i>Joint Power Transfer/Landfill</i>					
Equipment	153,402.33	54,027.00	207,429.33	105,000.00	157,500.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	5,409.26	5,409.26	5,433.33	8,150.00
<i>Joint Recycling Center</i>					
Equipment	0.00	8,970.00	8,970.00	163,666.67	245,500.00
<i>Payment Principal</i>					
Appropriation to Reserve	8,736.11	88,400.47	97,136.58	124,420.67	186,631.00
	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>162,138.44</u>	<u>156,806.73</u>	<u>318,945.17</u>	<u>398,520.67</u>	<u>597,781.00</u>
<i>Ending Balance</i>	<u>\$433,506.56</u>	<u>\$1,394,297.54</u>	<u>\$1,827,804.10</u>	<u>\$1,358,657.67</u>	<u>\$1,200,328.00</u>

<b>Joint Power Transfer/Landfill</b>	<b>Yankton</b>	<b>Vermillion</b>	<b>Total</b>	<b>8 Month</b>	<b>Legal</b>
<b>Description</b>	<b>Transfer</b>	<b>Landfill</b>	<b>Joint</b>	<b>Budget</b>	<b>2015 Budget</b>
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$6,217.56	\$6,217.56	\$3,866.67	\$5,800.00
Elk Point	0.00	31,024.35	31,024.35	27,200.00	\$40,800.00
Centerville	0.00	8,424.90	8,424.90	7,066.67	10,600.00
Bon Homme	0.00	0.00	0.00	0.00	0.00
Union County	0.00	0.00	0.00	0.00	0.00
Beresford	0.00	40,653.12	40,653.12	16,666.67	25,000.00
Clay County Garbage	0.00	393,551.98	393,551.98	340,000.00	510,000.00
Compost-Yd Waste-Wood	0.00	3,068.51	3,068.51	1,333.33	2,000.00
Contaminated Soil	0.00	15,217.78	15,217.78	333.33	500.00
White Goods	0.00	5,414.11	5,414.11	5,000.00	7,500.00
Tires	0.00	6,706.00	6,706.00	1,666.67	2,500.00
Electronics	0.00	4,965.20	4,965.20	2,000.00	3,000.00
Other Revenue	2,199.75	4,383.44	6,583.19	5,066.67	7,600.00
Less Recycling Tipping Fee	(43,143.60)	(29,045.76)	(72,189.36)	(73,533.33)	(110,300.00)
Cash long	(0.50)	0.00	(0.50)	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	38,929.55	0.00	38,929.55	33,333.33	50,000.00
Transfer Fees	683,309.03	0.00	683,309.03	610,000.00	915,000.00
<b>Total Revenue</b>	<b>681,294.23</b>	<b>490,581.19</b>	<b>1,171,875.42</b>	<b>980,000.00</b>	<b>1,470,000.00</b>
<i>Expenses: (cash)</i>					
Personal Services	151,267.61	215,441.03	366,708.64	385,789.33	578,684.00
Insurance	15,997.33	6,062.41	22,059.74	18,034.67	27,052.00
Professional Service/Fees	14,314.39	21,496.49	35,810.88	34,666.67	52,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	11,133.80	11,133.80	8,000.00	12,000.00
State Fees	0.00	24,587.55	24,587.55	24,636.67	36,955.00
Professional - Legal/Audit	1,020.40	0.00	1,020.40	166.67	250.00
Publishing & Advertising	0.00	816.05	816.05	1,200.00	1,800.00
Rental	0.00	0.00	0.00	333.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	6,256.69	28,743.99	35,000.68	37,333.33	56,000.00
Motor vehicle repair	94.29	791.18	885.47	15,466.67	23,200.00
Vehicle fuel & maintenance	63,968.64	27,904.77	91,873.41	169,333.33	254,000.00
Equip, Mat'l & Labor	17,309.83	0.00	17,309.83	8,000.00	12,000.00
Building repair	9,672.82	1,929.11	11,601.93	16,000.00	24,000.00
Facility repair & maintenance	0.00	11,557.56	11,557.56	16,666.67	25,000.00
Postage	326.09	78.61	404.70	533.33	800.00
Office supplies	928.51	489.65	1,418.16	2,333.33	3,500.00
Copy supplies	65.61	10.33	75.94	233.33	350.00
Uniforms	25.98	2,430.74	2,456.72	2,766.67	4,150.00
Small Tools & Hardware	16.99	0.00	16.99	166.67	250.00
Travel & Training	0.00	2,101.51	2,101.51	3,333.33	5,000.00
Operating supply	1,597.56	69,230.84	70,828.40	101,733.33	152,600.00
Electricity	4,736.15	11,190.64	15,926.79	13,666.67	20,500.00
Heating Fuel - Gas	8,420.23	10,808.19	19,228.42	20,000.00	30,000.00
Water	1,356.12	389.10	1,745.22	1,450.00	2,175.00
WW service	867.62	0.00	867.62	400.00	600.00
Landfill	133.04	0.00	133.04	133.33	200.00
Telephone	455.58	1,246.01	1,701.59	2,060.00	3,090.00
Depreciation (est)	73,080.54	111,526.50	184,607.04	267,753.33	401,630.00
Trench Depletion		49,837.25	49,837.25	52,000.00	78,000.00
Closure/Postclosure Resrv		5,409.26	5,409.26	5,433.33	8,150.00
Amortization of Permit		708.62	708.62	733.33	1,100.00
<b>Total Op Expenses</b>	<b>371,912.02</b>	<b>615,921.19</b>	<b>987,833.21</b>	<b>1,210,357.33</b>	<b>1,815,536.00</b>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2015 Budget
<i>Non Operating Expense-Interest</i>	0.00	34,622.23	34,622.23	44,860.67	67,291.00
<i>Operating Income (Loss)</i>	\$309,382.21	(\$159,962.23)	\$149,419.98	(\$275,218.00)	(\$412,827.00)
<i>Capital:</i>					
Capital Outlay	\$153,402.33	\$54,027.00	\$207,429.33	\$105,000.00	\$157,500.00
Landfill Development	0.00	159,899.75	159,899.75	100,000.00	\$150,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$153,402.33	\$213,926.75	\$367,329.08	\$205,000.00	\$307,500.00
<i>Grant Reimbursement</i>	\$0.00	\$30,290.91	\$30,290.91	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$3,150.00	\$3,150.00	\$3,333.33	\$5,000.00
<i>Cash Flow Transfer</i>	(\$208,635.95)	\$208,635.95	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		95.66	95.66	30.00	45.00
Beresford		903.41	903.41	416.67	625.00
Centerville Garbage		187.22	187.22	176.67	265.00
Clay County Garbage		7,901.86	7,901.86	8,800.00	13,200.00
Elk Point		689.43	689.43	680.00	1,020.00
Yankton County Garbage		14,809.97	14,809.97	14,533.33	21,800.00
<i>Total Tonage in Trench</i>		24,587.55	24,587.55	24,636.67	36,955.00
Operating Cost per ton			\$41.58	\$50.95	\$50.95

<b>Joint Recycling Center</b>	Yankton	Vermillion	Total	8 Month	Legal
Description	Transfer	Center	Joint	Budget	2015 Budget
<i>Revenue:</i>					
Tipping Fees	\$43,143.60	29,045.76	\$72,189.36	73,533.33	\$110,300.00
Magazines	0.00	6,650.43	6,650.43	6,000.00	9,000.00
Metal/Tin	2,762.12	2,136.87	4,898.99	9,666.67	14,500.00
Plastic	0.00	20,261.06	20,261.06	26,666.67	40,000.00
Aluminum	2,208.80	9,042.53	11,251.33	18,000.00	27,000.00
Newsprint	4,960.35	7,213.15	12,173.50	12,000.00	18,000.00
Cardboard	10,287.04	14,250.14	24,537.18	37,333.33	56,000.00
High Grade Paper	0.00	14,215.56	14,215.56	10,000.00	15,000.00
Other Material	0.00	2,779.07	2,779.07	3,000.00	4,500.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
<b>Total Revenue</b>	<b>63,361.91</b>	<b>105,594.57</b>	<b>168,956.48</b>	<b>196,200.00</b>	<b>294,300.00</b>
<i>Expenses:</i>					
Personal Services	14,048.29	127,445.06	141,493.35	150,231.33	225,347.00
Insurance	248.64	970.00	1,218.64	3,509.33	5,264.00
Professional Service/Fees	0.00	0.00	0.00	16,666.67	25,000.00
Hazardous Waste Collection	0.00	881.61	881.61	20,000.00	30,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	185.00	357.08	542.08	1,666.67	2,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	7,751.80	7,751.80	7,500.00	11,250.00
Vehicle repair & maintenance	0.00	66.98	66.98	666.67	1,000.00
Vehicle fuel	2,921.35	2,502.74	5,424.09	9,466.67	14,200.00
Building repair & maintenance	4,798.00	2,935.78	7,733.78	3,666.67	5,500.00
Postage	0.00	2.52	2.52	433.33	650.00
Freight	0.00	1,400.00	1,400.00	1,333.33	2,000.00
Office supplies	74.61	178.46	253.07	766.67	1,150.00
Uniforms	0.00	216.24	216.24	533.33	800.00
Materials Purchases	0.00	3,953.26	3,953.26	6,000.00	9,000.00
Travel & Training	0.00	1,412.28	1,412.28	1,000.00	1,500.00
Operating Supplies	0.00	6,298.36	6,298.36	6,666.67	10,000.00
Copy Supply	0.00	10.33	10.33	233.33	350.00
Electricity	0.00	4,296.60	4,296.60	3,666.67	5,500.00
Heating Fuel-Gas	0.00	2,099.48	2,099.48	4,333.33	6,500.00
Water	0.00	324.36	324.36	400.00	600.00
WW service	0.00	727.83	727.83	666.67	1,000.00
Telephone	0.00	558.41	558.41	533.33	800.00
Revenue Sharing	0.00	4,248.52	4,248.52	8,000.00	12,000.00
Transportation to Vermillion	2,880.00	0.00	2,880.00	3,000.00	4,500.00
Processing Recyclables	23,419.43	0.00	23,419.43	10,000.00	15,000.00
Depreciation (est)	26,863.65	15,081.94	41,945.59	52,566.67	78,850.00
<b>Total Op Expenses</b>	<b>75,438.97</b>	<b>183,719.64</b>	<b>259,158.61</b>	<b>313,507.33</b>	<b>470,261.00</b>
<i>Non Operating Expense-Interest</i>	3,274.28	0.00	3,274.28	0.00	0.00
<b>Operating Income (Loss)</b>	<b>(\$15,351.34)</b>	<b>(\$78,125.07)</b>	<b>(\$93,476.41)</b>	<b>(\$117,307.33)</b>	<b>(\$175,961.00)</b>
Capital Outlay	\$0.00	\$8,970.00	\$8,970.00	\$163,666.67	\$245,500.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Cash Flow Transfer</b>	<b>(\$17,456.19)</b>	<b>\$17,456.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

This report is based on the following:

Revenue accrual thru August 31, 2015

Expenses cash thru August 31, 2015 with September's Bills

2015 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	25,694.07	(24,471.56)	1,222.51	2,492.05	43.21	(1,442.46)	(2,616.99)	(4,059.45)	24,251.61	(27,088.55)	(2,836.94)
February	19,211.44	(27,824.36)	(8,612.92)	2,151.85	48.65	(2,982.21)	(15,048.26)	(18,030.47)	16,229.23	(42,872.62)	(26,643.39)
Subtotal	44,905.51	(52,295.92)	(7,390.41)	4,643.90	53.65	(4,424.67)	(17,665.25)	(22,089.92)	40,480.84	(69,961.17)	(29,480.33)
March	21,392.32	(10,523.44)	10,868.88	2,740.29	45.03	73.56	(15,596.93)	(15,523.37)	21,465.88	(26,120.37)	(4,654.49)
Subtotal	66,297.83	(62,819.36)	3,478.47	7,384.19	50.45	(4,351.11)	(33,262.18)	(37,613.29)	61,946.72	(96,081.54)	(34,134.82)
April	46,832.43	(26,974.43)	19,858.00	3,490.19	39.89	113.81	(7,114.54)	(7,000.73)	46,946.24	(34,088.97)	12,857.27
Subtotal	113,130.26	(89,793.79)	23,336.47	10,874.38	47.06	(4,237.30)	(40,376.72)	(44,614.02)	108,892.96	(130,170.51)	(21,277.55)
May	46,855.63	98.81	46,954.44	3,177.77	35.93	566.35	(12,772.50)	(12,206.15)	47,421.98	(12,673.69)	34,748.29
Subtotal	159,985.89	(89,694.98)	70,290.91	14,052.15	45.67	(3,670.95)	(53,149.22)	(56,820.17)	156,314.94	(142,844.20)	13,470.74
June	42,528.19	6,520.74	49,048.93	3,651.95	33.76	(444.12)	4,680.28	4,236.16	42,084.07	11,201.02	53,285.09
Subtotal	202,514.08	(83,174.24)	119,339.84	17,704.10	43.22	(4,115.07)	(48,468.94)	(52,584.01)	198,399.01	(131,643.18)	66,755.83
July	51,080.76	(32,166.70)	18,914.06	3,525.48	42.25	(4,335.31)	(17,256.67)	(21,591.98)	46,745.45	(49,423.37)	(2,677.92)
Subtotal	253,594.84	(115,340.94)	138,253.90	21,229.58	41.63	(8,450.38)	(65,725.61)	(74,175.99)	245,144.46	(181,066.55)	64,077.91
August	55,493.35	(9,999.06)	45,494.29	3,357.97	37.66	(3,626.68)	(12,399.46)	(16,026.14)	51,866.67	(22,398.52)	29,468.15
Subtotal	309,088.19	(125,340.00)	183,748.19	24,587.55	41.58	(12,077.06)	(78,125.07)	(90,202.13)	297,011.13	(203,465.07)	93,546.06

9/1/2015

City of Yankton Transfer Station  
Recap of Customer Tonnage

Date	City	Licensed Haulers							Sub-Total	All Other	Total Transfer	Recycling
	Compactors (577)	Bartunek (587)	Janssen (547)	Arts (586)	Fischer (590)	Independence (627)	Loren Fischer (648)	Kortan (673)				Plastic Tonnage
January 2014	231.53	63.56	436.98	378.38	38.14	0.00	54.57	6.50	978.13	196.82	1,406.48	5.16
February 2014	184.91	53.05	394.87	333.59	42.94	0.00	45.57	0.00	870.02	220.35	1,275.28	2.50
March 2014	207.74	68.47	419.48	417.14	50.50	0.00	48.92	2.96	1,007.47	273.22	1,488.43	4.62
April 2014	232.44	100.98	465.81	496.93	47.12	0.00	59.16	7.28	1,177.28	631.01	2,040.73	4.88
May 2014	252.43	98.56	538.22	484.78	45.80	10.27	53.07	8.28	1,238.98	337.91	1,829.32	6.17
June 2014	249.31	126.00	509.27	494.25	49.82	0.00	56.88	5.83	1,242.05	330.78	1,822.14	5.35
July 2014	269.61	110.97	594.62	529.85	43.61	4.58	53.90	8.20	1,345.73	326.16	1,941.50	4.74
August 2014	262.11	97.24	553.90	484.18	73.11	0.00	61.71	4.41	1,274.55	328.10	1,864.76	5.50
September 2014	262.29	81.35	578.06	519.20	49.74	0.00	52.72	7.50	1,288.57	309.06	1,859.92	4.89
October 2014	248.86	87.63	518.85	438.01	55.98	0.00	52.69	0.00	1,153.16	339.04	1,741.06	5.96
November 2014	217.09	77.59	433.88	394.40	40.87	0.00	48.00	10.99	1,005.73	272.62	1,495.44	3.62
December 2014	264.02	83.39	443.17	435.23	56.73	0.00	51.65	10.04	1,080.21	223.92	1,568.15	6.04
2014 Total	2,882.34	1,048.79	5,887.11	5,405.94	594.36	14.85	638.84	71.99	13,661.88	3,788.99	20,333.21	59.43
January 2015	228.32	0.00	537.70	380.58	44.72	0.00	50.18	3.33	1,016.51	255.24	1,500.07	4.91
February 2015	188.52	0.00	476.61	351.74	32.51	0.00	47.29	6.86	915.01	215.54	1,319.07	3.91
March 2015	219.10	0.00	577.32	455.17	44.54	0.00	50.43	7.15	1,134.61	294.01	1,647.72	4.66
April 2015	235.49	0.00	609.05	540.52	41.41	0.00	51.08	4.03	1,246.09	654.13	2,135.71	4.88
May 2015	236.92	0.00	654.70	529.94	37.37	0.00	62.42	4.08	1,288.51	286.48	1,811.91	5.81
June 2015	246.19	0.00	664.97	528.54	56.29	6.41	58.67	10.10	1,324.98	326.95	1,898.12	5.30
July 2015	268.28	0.00	812.20	538.36	47.21	1.45	67.02	3.24	1,469.48	380.13	2,117.89	6.08
August 2015	258.02	0.00	733.79	513.07	42.35	0.00	70.36	8.20	1,367.77	324.92	1,950.71	5.06
2015 Total	1,880.84	0.00	5,066.34	3,837.92	346.40	7.86	457.45	46.99	9,762.96	2,737.40	14,381.20	40.61

Total Tons	1,950.71
X \$3	3.00
Recycling Fee	<u>5,852.13</u>

CITY OF VERMILLION  
LANDFILL TONS

	2015	Independence Waste	Fischer Disposal		Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2015 Tons	
\$45.00 PER TON	Jan	268.49	113.11		41.76	82.53	199.71	26.77	106.70	123.70	962.77	
	Feb	230.93	109.12		39.98	68.24	187.06	21.79	79.56	52.29	788.97	
	Mar	308.67	129.33		43.59	88.90	232.92	24.11	107.68	143.52	1078.72	
	April	368.21	140.64		46.81	83.08	257.99	23.21	114.26	220.04	1254.24	
	May	461.23	157.80		52.20	86.49	313.58	26.12	101.75	180.49	1379.66	
	June	429.91	145.53		42.30	95.93	320.00	24.61	128.88	314.60	1501.76	
	July	351.03	158.78		51.73	88.68	337.56	18.62	132.18	210.85	1349.43	
	Aug	419.10	179.45		49.66	95.58	296.77	21.99	132.40	267.08	1462.03	
	Sept											0.00
	Oct											0.00
	Nov											0.00
	Dec											0.00
			----- 2837.57 =====	----- 1133.76 =====	----- 0.00 =====	----- 368.03 =====	----- 689.43 =====	----- 2145.59 =====	----- 187.22 =====	----- 903.41 =====	----- 1512.57 =====	----- 9777.58 =====

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

## Memorandum #15-231

**To:** City Commission  
**From:** Thomas Kurtenbach, Fire Chief  
**Date:** September 22, 2015  
**Subject:** A Memorandum Approving the Current List of Volunteer Firefighters

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The South Dakota Municipal League suggests that at least once per year we should 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.

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 September 28, 2015 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

\_\_\_\_ Voice vote

# 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	Training Officer	6-1	Active	05/15/2006
Cowman, Troy	37	Firefighter	7-1	Active	12/15/1996
Cuka, Don	CUKA01	Firefighter	6-1	Active	04/04/2011
Fitzgerald, Mike	FITZ01	Firefighter	6-1	Active	05/15/2006
Flannery, Kirt	4	Captain	7-1	Active	01/16/1989
Frick, Adam	FRIC01	Captain	6-1	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	6-1	Active	04/05/2010
Haberman, Adam	HABE01	Firefighter	7-1	Active	04/07/2008
Hladky, Richard	27	Firefighter	7-1	Active	08/16/1999
Hofer, Kasey C	HOFE01	Firefighter	7-1	Active	05/27/2014
Holmstrom, Tom	46	Volunteer President	7-1	Active	01/19/2005
Johnson, Jody	15	Safety Officer	7-1	Active	08/05/1998
Kaiser, Ryan	KAIS01	Firefighter	6-1	Active	05/15/2006
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	6-1	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	6-1	Active	04/05/2010
Moore, Pete	MOOR01	Firefighter	6-1	Active	05/15/2006
Moser, Brad	20	Captain	7-1	Active	05/20/1996
Nickels, Terry	NICK01	Firefighter	6-1	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
Taggart, Bill	TAGE01	Firefighter	7-1	Active	04/07/2008
Turman, Jeff	TURM01	Firefighter	7-1	Active	04/07/2008
Veldhuizen, Rodney	VELD01	Chaplin	6-1	Active	07/17/2006
Villanueva, Mike	VILL01	Firefighter	6-1	Active	04/04/2011
Walsh, Dave	32	Firefighter	7-1	Active	08/17/1992
Walsh, Jay	33	Firefighter	7-1	Active	07/15/1991
Woehl, Toby	19	Captain	7-1	Active	08/16/1993
Ziegler, William (Bill)	35	2nd Assistant Chief	7-1	Active	01/18/1993

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 RETAIL (on-sale) Wine dealers License for 1 day, October 17, 2015 from Hy-Vee Inc. (Richard N. Jurgens, President) d/b/a Hy-Vee, NFAA, 800 Archery Lane, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, October 12, 2015, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21<sup>st</sup> 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 28<sup>th</sup> day of September.



Al Viereck  
FINANCE OFFICER

\_\_\_\_ Voice vote

***Memorandum #15-232***

*To: City Manager*  
*From: Finance Department*  
*Date: September 21, 2015*  
*Subject: Special Events (on-sale) Liquor License-Avera Sacred Heart Health Services*

We have received an application for a Special Events (on-sale) Liquor License for 1 day, October 23, 2015 from Avera Sacred Heart Health Services (Taylor Tramp, Foundation Assistant), such event to be held at Pavilion Center, 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Floors and 1<sup>st</sup>, & 2<sup>nd</sup> Floors of the Surgical Center on Avera Campus, Yankton, S.D.

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



Al Viereck  
Finance Officer

***Memorandum #15-233***

*To: City Manager*  
*From: Finance Department*  
*Date: September 21, 2015*  
*Subject: Special Events RETAIL (on-sale) Liquor License-Chamber of Commerce*

We have received an application for a Special Events (on-sale) Liquor License for 1 day, November 17, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Mount Marty College, 1105 W 8<sup>th</sup> Street, Yankton, S.D.

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



Al Viereck  
Finance Officer

**Memorandum #15-235**

**To:** Amy Nelson, City Manager  
**From:** Dave Mingo, Community Development Director  
**Date:** September 18, 2015  
**Subject:** Acceptance of a Façade, Parking and Emergency Access Easement at the Yankton Mall.

If accepted by the City Commission, the attached easement would establish the physical location where proceeds from a special assessment could be used for improvements. The legal description provides that physical location. An exhibit will be added as an addendum at a later date when the physical construction has been completed. South Dakota Codified Law sets forth a process whereby units of local government can expend assessment proceeds on private property in an easement designated in the manner proposed in the attached document.

The City's Special Counsel for the project, Todd Meierhenry, has developed the attached document which identifies through description the location of the easement and the types of improvements that can take place on the property if approved. The easement would only be valid for the period of time that the proposed Special Assessment Bonds associated with the project are unpaid. The easement sunsets when the bonds are paid in full.

Approval of this easement is another one of the steps necessary to complete the City Commission direction identified in the Development Agreement between the City of Yankton and the Yankton Omaha Limited Partnership (the mall owner) that was approved on August 10<sup>th</sup>. The approval of this agreement is only applicable to the project if the subsequent Assessment Roll Resolution is approved.

Respectfully submitted,

*BMB for Dave Mingo*  
Dave Mingo, AICP  
Community Development Director

**Recommendation:** It is recommended that the City Commission approve Memorandum #15-235 accepting the Façade, Parking and Emergency Access Easement on the Yankton Mall Property.

I concur with this recommendation.

I do not concur with this recommendation.

*Amy Nelson*  
\_\_\_\_\_  
Amy Nelson, City Manager

Drafted by:  
Todd Meierhenry  
Meierhenry Sargent LLP  
315 S. Phillips Avenue  
Sioux Falls, SD 57104  
(605) 336-3075

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FAÇADE, PARKING AND EMERGENCY ACCESS EASEMENT

THIS IS a façade, parking and emergency access easement made on the \_\_\_\_\_ day of September, 2015 by Yankton-Omaha Partnership, a Nebraska limited partnership, of 11506 Nicholas Street, #100, Omaha, Nebraska 68154 (“Grantor,”) to City of Yankton, 416 Walnut, Yankton South Dakota 57078 (“Grantee”).

**WITNESSETH:**

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

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

**WHEREAS**, Developer plans to redevelop the Mall to include the demolition of approximately 26,000 square feet of existing building and the reconstruction of approximately 9200 square feet, make additional interior improvements, exterior improvements, parking lot repairs, milling, overlay and sidewalk improvements, remodeled entrances and doors, exterior landscaping, monuments, island, irrigation and lighting; and

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

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

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

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

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

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

**WHEREAS**, Grantor desires to grant to Grantee an easement upon the parking lot and a portion of the Building located upon the Property (defined below) which comprises the exterior wall facing Broadway Street.

1. **Definitions.** Unless the context otherwise requires, the terms defined in this paragraph shall, for all purposes of easement have the meanings herein specified:

1.1. “City” or “Grantee” means the City of Yankton, South Dakota.

1.2. “Façade” means that portion of the Mall upon which Improvements will be made as will be shown on a supplemental filing upon completion of the project and consists of all frontal exterior surfaces of the improvements on the Property, including all walls, roofs, and chimneys (the existing improvements at the Property hereinafter sometimes referred to as the “Building”). Written descriptions and photographs of the Façade are Exhibit [designation of exhibit] hereto and are on file at the offices of the Grantee but are not appended hereto. It is the intent of the parties that the Façade visible from the street-level on the opposite side of Broadway Street remains essentially unchanged and in full public view. In case of ambiguity, the photographs and descriptions constituting Exhibit [designation of exhibit] shall control.

1.3. “Property” means: That portion of Lot One A (1A) less Parcel Five (5), Lot Three A (3A), less Parcel Four (4), and less part of Parcel Fifteen (15), Lot Five A (5A), Lot Six (6), except Parcels One (1), Two (2) and Three (3), Block One (1), Slaughter’s Subdivision in the City of Yankton, South Dakota, upon which the façade, parking and emergency access easement shall be located upon completion of construction as will be indicated on an addendum to this easement which will then be recorded after completion of the project.

1.4. “Mall” means that portion of the structure located on the Property.

1.5. “Grantor” means Yankton-Omaha Partnership, a Nebraska limited liability partnership.

1.6. “Improvements” means the demolition of approximately 26,000 square feet of existing building and the reconstruction of approximately 9,200 square feet, make additional interior improvements, exterior improvements, parking lot repairs, milling, overlay and sidewalk improvements, remodeled entrances and doors, exterior landscaping, monuments, island, irrigation and lighting

2. **Façade Easement.** The Grantor does hereby grant and convey to the Grantee, TO HAVE AND TO HOLD, an easement in gross, until such time as its Special Assessment Bonds referred to within this Agreement are paid in full, on, and to the Property, Mall and to the Façade, being a Façade Easement on the Property, with the following rights:

- 2.1. Grantor agrees to maintain in good order the roof, the Facade, the foundations and the overall structural integrity of the building.
  - 2.2. Grantor agrees that any rehabilitation work or new construction work on the Facade, whether or not Grantee has given consent to undertake the same, will comply with the requirements of all applicable federal, state and local governmental laws and regulations.
  - 2.3. Grantor, the Grantor's successors, heirs and assigns and all other successors in interest to the Grantor, for long as the Façade Easement is in place, agree to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee.
  - 2.4. The Grantee, in order to ensure the effective enforcement of this easement shall have, and the Grantor hereby grants it, the following rights:
    - 2.4.1. at reasonable times and upon reasonable notice, the right to enter upon and inspect the Facade, and any improvement thereon, but not including the inside of the Building;
    - 2.4.2. In the event Grantee should determine a violation exists, and upon providing such notice to Grantor, Grantor shall have a term and period of ten (10) days in which to cure such violation; however, if the nature of the violation is such that more than ten (10) days are reasonably required for its cure, then Grantor shall not be deemed to be in breach/default if Grantor commences such cure within said ten-day period and thereafter diligently pursues such cure to completion. In the event Grantee disputes such a violation exists, it shall provide notice of such dispute to Grantor within such ten (10) day period. The parties shall then use their best efforts to resolve such dispute for a period of twenty (20) days. If such dispute is not resolved within such time, each party shall have such remedies as provided by South Dakota law. In the event Grantor does not dispute or cure said violation, Grantee shall then have the right: (i) to enter upon the Façade and improvements thereon in order to correct such violation; and (ii) to hold Grantor responsible for the cost thereof.
3. **Emergency Public Parking Easement.** The Grantor does hereby grant and convey to the Grantee, TO HAVE AND TO HOLD, an easement in gross, until such time as its Special Assessment Bonds referred to within this Agreement are paid in full, in, on, and to the Property, Mall and to the Facade, being an Emergency Parking Easement on the Property identified on Attachment A, with the following rights:

- 3.1. Grantor understands and acknowledges that Grantee may use the Emergency Parking Easement when a declared public emergency causes a demand for public parking.
- 3.2. Grantee shall restore the area of the Parking Easement in after each emergency.
- 3.3. Grantee shall, at all times, coordinate with Grantor in a reasonable manner on all matters relating to the Emergency Parking Easement.
4. **Emergency Staging Easement.** The Grantor does hereby grant and convey to the Grantee, TO HAVE AND TO HOLD, an easement until such time as the Special Assessment Bonds referred to within this Agreement are paid in full, in, on, and to the Property, Mall and to the Facade, being an Emergency Staging Easement on the Property identified on Attachment A, with the following rights:
  - 4.1. Grantor understands and acknowledges that Grantee may use the Emergency Staging Easement as a staging area for any emergency which the Grantee may designate.
  - 4.2. Grantee shall restore the area of the Emergency Staging Easement in after each emergency.
  - 4.3. Grantee shall, at all times, coordinate with Grantor in a reasonable manner on all matters relating to the Emergency Staging Easement.
5. **Binding Effect.** These easements are binding not only upon Grantor but also upon its successors, heirs and assigns and all other successors in interest to the Grantor, and shall continue as a servitude running in perpetuity with the land. This easement shall survive any termination of Grantor's or the Grantee's existence. The rights of the Grantee under this instrument shall run for the benefit of and may be exercised by its successors and assigns, or by its designees duly authorized in a deed of easement.
6. **Term.** The Term of these easements shall commence in September 2015 and shall terminate on December 31, 2034 or such earlier date when all special assessments levied on the Property for the local improvements have been paid.
7. **Consideration.** In consideration of the rights and privileges set forth in this Agreement, Grantee shall cause to be made local improvements consisting of the Improvements.

**IN WITNESS WHEREOF**, the Grantor has executed this Façade, Parking and Emergency Access Easement on the date first written above.

GRANTOR

YANKTON-OMAHA PARTNERSHIP, through  
GP-Dial-Yankton LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

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Mayor

Attested:

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Finance Officer

Dated:

[SEAL]

**Memorandum #15-236**

**To:** Amy Nelson, City Manager  
**From:** Dave Mingo, Community Development Director  
**Date:** September 18, 2015  
**Subject:** Hearing to Consider an Assessment Roll / Yankton Mall.

September 28th is the established date for a public hearing to consider a resolution creating an assessment roll for façade, parking and emergency access easement improvements at the Yankton Mall. Approval of the attached resolution #15-53 would create the single owner assessment roll in the manner described in the previously approved Development Agreement between the City and the Yankton Omaha Limited Partnership (the mall owner).

To date, the City Commission has approved the following items associated with the proposed project:

- A Development Agreement defining the terms of the City's involvement and the responsibilities / expectations of the developer.
- A resolution of necessity for the special assessment.
- A resolution providing for the issuance and sale of a special assessment bond.
- A Draw Down Agreement requiring a developer match for all fund dispersals.

The Commission will have also considered the Façade, Parking and Emergency Access Easement earlier in this meeting.

Consideration of the Assessment Roll is the last step for the City to establish our role in the project. South Dakota Codified Law requires the hearing and notification of assessment to the subject property owners. The law provides the property owners with the opportunity to protest the assessment. In this case, there is only one property owner subject to the proposed assessment. If approved, the proceeds of the assessment will be applied to the debt related to the project. The agreements in place set up a structure where the City is essentially a sponsor of the project with no financial contributions. The City's responsibility is to manage the funding package in the manner described in the Development Agreement. The financing associated with the project will not count against the City's constitutional debt limit.

Respectfully submitted,

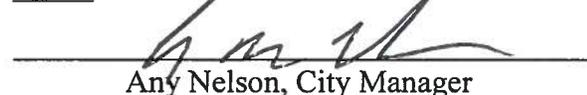


Dave Mingo, AICP  
 Community Development Director

**Recommendation:** It is recommended that the City Commission approve Resolution #15-53 creating an Assessment Roll for the described property.

I concur with this recommendation.

I do not concur with this recommendation.

  
 Amy Nelson, City Manager

\_\_\_\_\_ Roll Call

## Resolution #15-53

### RESOLUTION APPROVING A SPECIAL ASSESSMENT ROLL FOR FAÇADE, PARKING AND EMERGENCY ACCESS EASEMENT IMPROVEMENTS OF THE CITY OF YANKTON

BE IT RESOLVED as follows:

1. Approval of Special Assessment Roll. The special assessment roll, including any corrections, and assessments levied for financing of the façade, parking and emergency access easement project is hereby adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.
2. Levy of Assessments. There is hereby levied assessment in the amounts and covering the below described properties. The assessments shall constitute a continuing lien upon the properties assessed as against all persons except the United States and this state. The lien shall continue for fifteen years from the due date of the last installment.

<u>Name of Owner as shown by County Director of Equalization</u>	<u>Legal Description as of date of Resolution of Necessity</u>	<u>Total Amount Assessed</u>
Yankton Omaha Partnership % Dial Enterprise – TL Clauff 11506 Nicholas St. #200 Omaha, NE 68154	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, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter’s Subdivision all in the City of Yankton, South Dakota.	\$2,000,000

3. Payment of Assessments. The total assessment may be paid in 17 equal annual installments, to which interest at a percentage per annum rate equal to the special assessment bond rate will be added before certification to the County Auditor, who will include both interest and principal amount to be collected along with ad valorem property taxes on above property. All special assessments shall be payable under Plan One--Collection by county treasurer pursuant to SDCL § 9-43-102.
4. Prepayment. Any assessment or installment under Plan One may be paid without interest to the Municipal Finance Officer at any time within thirty days after the approval of the assessment roll. Thereafter, and before the due date of the first installment, the entire assessment remaining, or any number of installments, plus interest from the approval date to the date of payment may be paid to the Municipal Finance Officer. After the due date of the first installment, if the installments that are due together with interest have been paid, any of the remaining installments not yet due may be paid without additional interest to the Municipal Finance Officer. All installments paid before their respective due dates shall be paid in inverse order of their due dates.

5. Filing of assessments. The Municipal Finance Officer shall number said assessments consecutively, create the special tax book in accordance with SDCL 9-43, publish this resolution and deliver the special assessment roll and this resolution to the municipal treasurer.
  
6. Publish Notice. The Finance Officer is directed to publish with this resolution a notice stating under which plan the special assessments are payable, that any such assessment or any installment thereof may be paid without interest to the municipal treasurer within thirty days after the filing of the roll in the office of the municipal treasurer stating where such assessments are payable, the due date, the date of filing the assessment roll with the municipal treasurer and the rate of interest.

Dated at Yankton South Dakota, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE GOVERNING BODY OF THE  
CITY OF YANKTON**

ATTEST:

\_\_\_\_\_  
David Carda, Mayor

\_\_\_\_\_  
Al Viereck, Finance Officer

**Memorandum # 15-244**

**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:** September 23, 2015

One bid was received for wastewater and water sludge removal on September 22, 2015. This is an annual contract to dispose of wastewater liquid sludge and water caked lime sludge. The bids received are listed below:

<b>Contractor</b>	<b>Wastewater Treatment Plant Liquid Sludge Per Gallon</b>	<b>Water Treatment Plant Caked Lime Sludge Per Ton</b>
Dakota Rock Farms 30962 Frog Creek Rd. Vermillion, SD 57031		
Valley Ag Supply 509 Washington St. Gayville, SD 57031		
Willard Schmidt 43970 306th Street Yankton, SD 57078	<b>.0285</b>	<b>10.00</b>

**(Gray background denotes low bid.)**

The wastewater liquid sludge 2015 bid is \$.0035 cents per gallon higher than the 2014 bid which was \$.025 per gallon. The water caked sludge bid for 2015 is \$1.50 per ton higher than the 2014 bid which was \$8.50 per ton. 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 \$65,000 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 and for caked lime sludge to Willard Schmidt at \$.0285 per gallon and \$10.00 per ton as stated in this Memorandum #15-244.

Respectfully submitted,



Kyle Goodmanson,  
Director of Environmental Services

\_\_\_\_ Roll call

**Recommendation: It is recommended to award the low bid for wastewater liquid sludge and for caked lime sludge to Willard Schmidt at \$.0285 per gallon and \$10.00 per ton as stated in this Memorandum #15-244.**

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson  
City Manager

cc: Project File

\_\_\_\_\_ Roll call

**Memorandum #15-243**

**To:** Mayor and City Commissioners  
**From:** Amy Nelson, City Manager  
**Subject:** Transportation Alternatives Program Application-Phase 2 & 3  
**Date:** September 24, 2015

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The City of Yankton is proposing to move forward with the Transportation Alternatives Program Application for Phase 2 and 3 of the Fox Run Trail System. An Application for funding assistance for Phase 1 was approved in 2014, with construction planned in 2016.

Phase I extends west along the south side of 31<sup>st</sup> Street also known SD Highway 50 from the existing sidewalk on the Wal-Mart site to Adkins Drive then south along City property to an existing sidewalk. Phase 2 proceeds west from Adkins Drive to the east ROW of West City Limits Road then south to Saint Benedict Drive. Phase 3 extends south on the east side of West City Limits Road to the Yankton Community Garden and Dog Park facility and will tie into the soft trail system that extends from the Dog Park south easterly along Marne Creek to 23<sup>rd</sup> Street. It also will tie into the Yankton School District Administration Building sidewalk.

Staff met with the TAP Program Administrators and others to discuss a proposal that fits the guidelines and requirements of the program. The proposed application funding request is for Phase 2 & 3 which is the segment along Adkins Drive to the east ROW of West City Limits Road then south to Saint Benedict Drive and south to the Yankton School District Administration Building.

Phase 2 & 3 cost estimates have been revised in accordance with the TAP program requirements and now total \$838,800. The City's local match for these Phases is \$265,080. The federal portion is \$573,720, totaling \$838,800. Resolution #15-60 states the City Commission's support of a TAP application for the grant and local match. Submission of the grant application at this time ensures that if funded, the City's share would become part of the 2016 capital 506 improvement program budget.

**Recommendation: It is recommended that if the aforementioned funding proposal is acceptable for Phase 2&3 of the Fox Run Trail System, the City Commission pass Resolution #15-60 authorizing the City Manager to sign and submit the application committing the City to an expenditure of \$265,080 as outlined in Memorandum#15-243.**

Respectfully submitted,



Amy Nelson  
City Manager

**TRANSPORTATION ALTERNATIVES PROGRAM  
AUTHORIZING RESOLUTION #15-60**

**WHEREAS** the City of Yankton endorses the Transportation Alternatives Program grant application for Phase II and Phase III for a project that will improve non motorized vehicle access along South Dakota Highway 50 in the vicinity of the Fox Run Neighborhood; and

**WHEREAS** the project will comply with all local planning and zoning requirements; and

**WHEREAS** the City of Yankton assumes full responsibility for providing all necessary match funding, project coordination, and future site maintenance.

**NOW THEREFORE BE IT RESOLVED** by the Yankton City Commission that it will sponsor the Transportation Alternatives Program grant application for Phase II and Phase III as well as provide the administrative assistance needed to ensure compliance with all grant requirements; and

**BE IT FURTHER RESOLVED** that the Yankton City Commission authorizes the City Manager to execute all documents associated with the grant application or administration thereof.

**Recorded this**\_\_\_\_**day of September 2015.**

\_\_\_\_\_  
**David Carda**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Al Viereck**  
**Finance Officer**

**South Dakota 2016  
Transportation Alternatives Program  
Grant Application**

**Due Date: September 30, 2015**

**Application  
for**

**City of Yankton, South Dakota**

**Submitted  
by**

**Planning and Development District III**

## Project and Contact Information

Project Name: Fox Run Trail - Phases II and III

Organization / Sponsor Name: City of Yankton

Co-Sponsor Name (If Applicable): N/A

Contact Name and Title of Person Responsible for the Application: Brian T. McGinnis

Address: PO Box 687

City: Yankton State: South Dakota Zip Code: 57078

Phone Number: +1 (605) 665-4408 Email Address: brian.mcginis@districtiii.org

Contact Name and Title of Person Responsible for the Project: Kevin Kuhl PE, Public Services Director

Address: 416 Walnut Street

City: Yankton State: South Dakota Zip Code: 57078

Phone Number: +1 (605) 668-5250 Email Address: kkuhl@cityofyankton.org

## Project Type

Select the most applicable activity under which the project is eligible. Check only **one** project type.

- Bicycle / Pedestrian / Non-Motorized Facility
- Safe Routes for Non-Drivers
- Conversion and Use of Railroad Corridors for Trails
- Turnouts, Overlooks and Viewing Areas
- Community Improvement Activities
- Environmental Mitigation Activity
- Safe Routes to School Program - Infrastructure
- Safe Routes to School Program - Non-Infrastructure
- Boulevards and Roadways in former Right-of-Way

## Project Location

County: Yankton County Town/City: Yankton

Specific Location, Street, Road, Facility Name: SD 50 south ROW - west of Adkins Drive to east ROW of WCLR

Project Limits (Closest Street, Intersection, etc): Adkins Drive to Yankton School Administration Building on WCLR

If the project is linear in nature, provide the project length in linear feet: 4,350 linear feet

## Project Description

In the space below, provide a concise description of your project and how the project will benefit the affected community or area. **Specifically describe the purpose of the project and the need for the project.**

The City of Yankton proposes construction of the final two phases of a project to facilitate safer pedestrian and non motorized travels within the community; specifically, in and around the Fox Run Residential area. Fox Run is located in the far northwest corner of the city which due to its location isolates non drivers from the general community. Fox Run is a mixed residential area with 326 housing units to include homes ranging from \$130,000 to \$300,000 as well as income based to market rate apartments. Currently there is no link to the City's existing trail network unless one chooses to travel on a four lane SD Highway 50 (31st Street) or a narrow two lane road absent shoulders (West City Limits Road (WCLR)). An application for funding assistance for Phase I was approved in 2014 with construction slated for 2016. The request before you is to assist in funding Phases II and III. Completion of these phases will provide a direct connection from the Fox Run, Benedict Estates and Westbrook Estates neighborhoods to the City's comprehensive trail network thereby completing the Fox Fun Trail segment

The proposed project includes the final two phases of a three phase project to provide area residents safe access to commercial venues as well as extending the City's trail system to the western edge of the community. As stated earlier, Phase I is funded and scheduled for 2016 construction. Construction of Phase II has begun as development of a 30 unit income based apartment at the intersection of SD 50 and Adkins Drive allowed the City to cost share in the construction of a 10 foot trail segment running for approximately 305 feet west of Adkins Drive. Project and cost estimates have been revised to reflect this improvement. Phase II will now start approximately 305 feet west of Adkins Drive then track west to West City Limits Road's east right of way at which point it will proceed south to Saint Benedict Drive. Phase II will allow access to a school and residential neighborhoods on the west edge of town. Phase III will complete a loop by continuing south to an existing sidewalk upon the Yankton School District's Administration Building and Bus Barns. This phase will also provide access to the City's Dog Park and Community Garden which are currently accessed by non motorized traffic via a soft trail travelling east/southeast from the shared parking lot to trail segments in the area of 23rd Street. While Phase I will provide the foundation for non motorized access to the western reaches of the community it will also facilitate "back feeding" into the city's northern commercial area. Completion of Phases II and III will complete the Fox Run Trail segment and provides a unique opportunity to fully integrate a trail project into an existing comprehensive trail network.

Proposed work activities include construction of a 10' wide pedestrian pathway in accordance with SDDOT standards to include a 4" gravel base and 6" of reinforced concrete. Please refer to the attached maps and illustrations for a pictorial overview of the proposed project.

## Project Relevancy to TAP Criteria

A. 1. Is the project on or near a Federal, State or County Highway?  No  Yes Which highway?

A. 2. Is the project near another transportation system (city streets, public transit, existing trails)?  No  Yes

If yes, explain:

As proposed, Phases II and III will be constructed either immediately adjacent to or within road right of ways. Phase II will be constructed south of Highway 50 and along the east right of way of West City Limits Road. Phase III will be constructed along and/or within the West City Limits Road right of way, past the City Dog Park and community garden then terminating at an existing sidewalk on property abutting the Yankton School District Administration Building and Bus Garages.

**A. 3. How does the project provide a safe alternative to vehicular travel within your community? What goods and services will now be linked by a safe route for pedestrian, bicycle or mobility challenged travelers? How will this project improve the quality of routes for non-motorized transportation?**

The proposed project, construction of Fox Run Trail Phases II and III, will compliment the soon to be constructed Phase I by offering the Fox Run, Benedict Estates, and Westbrook Estates neighborhoods a safe route of travel to the city's northern commercial enterprises to include Walmart as well as other retail outlets, restaurants, and service establishments. In addition to providing better access to the aforementioned properties, Phases II and III will provide a direct link to as well as a continuous loop within the community's extensive trail system. The current trail network traverses the City and provides access to most recreational, educational, and commercial properties within the community. If constructed as proposed, non motorized traffic would be able to travel from the far northwest corner of the city to the southeast corner via designated trails thereby affording the community's residents safe access to all areas of the community upon an integrated trail network. An ability for the Fox Run residents, currently developing Benedict Estates and soon to be developed Westbrook Estates residents to safely travel into the heart of the community via non motorized routes is critical in fostering alternative travel options to those residents lying on the northwestern edge of Yankton.

**B. 1. Is the project compatible with relevant state, regional and local planning? Is it part of a larger, master plan?**

A review of the City's planning documents confirms the project's compliance with the community's planning efforts. The Yankton Plan, a comprehensive plan for the City was adopted in November 2003. Chapter III of the plan is entitled, Mobility For All, which specifically details the transportation needs of the general populous. The issue of pedestrian and bicycle links is introduced within Chapter III page 70 with the following statement, "Yankton should maintain a continuous pedestrian network to complement the street system." Specific projects to include the proposed Fox Run Trail phases are addressed throughout the following pages of Chapter III. A map of the existing and proposed community trail segments has been attached as have supporting pages of the Plan.

B. 2. Is this project within one of the state's metropolitan planning areas?  Yes  No  Not applicable

If yes, has the project been presented to the MPO or is it part of an existing Metropolitan Planning Area/Organization (MPO) Plan? Explain in B. 1. above.  Yes  No

B. 3. Will this project be constructed as part of another project:

A SDDOT Project (for example, a shared use path constructed with a highway widening project)  Yes  No

A Local Project (for example, a pathway constructed as part of a bigger park or roadway project)  Yes  No

If yes, provide the project description, type of work, estimated dates of the proposed construction, etc.

Depending upon timing and funding it may be possible that all three phases of the project would be bid and constructed as one large project.

The project described in this application will be done at the same time as the above referenced project.

The project described in this application will be done after the above referenced project.

**C. 1. How feasible is this project? For example, can it only be built in conjunction with a road project? Does the project hinge on the receipt of additional funding or right-of-way?**

The proposed project is the final two phases of a three phase project. The project before you, is very feasible with limited, if any complications. In discussing the project with local DOT staff their support was noted due to the Area Office's location within the project area and staff's daily observations of pedestrian or bicycle traffic. The right-of-way is secured and accommodations to facilitate snow removal from Highway 50 have been addressed. There are no environmental limiting factors nor concerns with historic properties or endangered species. Project estimates for Phase II are \$381,900 and \$456,900 for Phase III. The City's leadership has heard strong support for completion of both phases and has pledged 30% in local match thus clearly documenting project support.

**C. 3. Explain which agency is responsible for the operation and maintenance of the completed project and the source of funds to be used.**

The City of Yankton will be responsible for the maintenance of the property to include snow removal and policing. All work activities will be accomplished by the various city departments to include parks, streets, and law enforcement. The City currently operates and maintains an extensive trail network so an expansion as noted in this application will not create an undue burden. City funds will be budgeted and allocated as needed

**C. 4. Describe the anticipated maintenance needs by task. Indicate frequency of maintenance and estimated annual cost.**

The proposed construction methodology and materials will limit required maintenance to the path. A concrete surface does not require the maintenance efforts of asphalt or bituminous surfaces. Once constructed per SDDOT specifications, it is expected that annual maintenance costs for the next decade will average \$1,500 dollars annually. The addition of street crossings within Phases II and III does increase maintenance expenses when calculating costs associated with crossing zones to include painting and warning lighting.

**C. 5. If awarded TAP funding, final plans will need to be submitted to the SDDOT by September 2016. The project will be constructed in Spring/Summer 2017. Would the proposed project be able to meet this time line?**  Yes  No

**D. 1. What are the environmental considerations for this project? Check all that apply.**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Impacts to wetlands               | <input type="checkbox"/> Impacts to stream crossing                          | Project located on<br><input type="checkbox"/> previously<br>undisturbed ground |
| <input type="checkbox"/> Impacts to floodplain or floodway | <input type="checkbox"/> Impacts to endangered species                       |   |
| <input type="checkbox"/> Detention pond needed             | <input type="checkbox"/> Project near contaminated soil site                 |   |
| <input type="checkbox"/> Tree removal needed               | <input type="checkbox"/> Project near park, recreation area or historic site |   |

Impacts should be evaluated by a professional knowledgeable in the specified area. Describe impacts below.

Due to the selected route(s) of the proposed project there will be no negative impacts upon environmental features, endangered species or historic properties. The proposed project, Phases II and III, are located within either the SD Highway 50 or West City Limits Road corridor thus lying within areas previously disturbed by construction activities. All phases of the project will either be located within existing right-of-ways or immediately adjacent thereto.

**E. 1. How has the community been involved in the planning of this project? How has the community shown support for the project?**

The City currently maintains an extensive trail system though lacked access to the city's northwest properties to include the Fox Run neighborhood. In discussing the issue with the Park Board as well as other community groups a desire or need to to serve this area became evident. In 2012, the City retained Eisenbraun and Associates to survey the proposed route(s), draft conceptual designs and prepare cost estimates; all of which was completed in 2013. An application for TAP funds was submitted and subsequently funded for Phase I. The City is now requesting funds for completion of the Fox Run system.

E. 2. Have public meetings been held on this project?  Yes  No If yes, attach meeting minutes or summary and sign in sheet.

List supporting organizations and individuals. Attach copies of letters of support.

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E. 3. Is the committed or anticipated local match greater than 18.05%?  Yes  No If yes, what percentage? 30

List all sources of matching funds

Source, Type and Estimated Amount	City of Yankton Parks and Recreation Capital Outlay Budget (\$251,640)
Source, Type and Estimated Amount	
Source, Type and Estimated Amount	

Has all local match been secured?  Yes  No If no, explain.

**F. 1. What level of public usage will this project receive? What will be the public and social value?** If this is a Safe Routes to School project, how many children are enrolled in the school (K-8) it affects and how many are within a 2 mile radius?

Phases II and III of the project will serve the residents of three neighborhoods to include Fox Run, Benedict Estates, and Westbrook Estates. Fox Run is a 326 unit mixed residential development, Benedict Estates currently has six homes and Westbrook Estates is planned for a total of 400 units to include multi family and single family dwellings. All of these neighborhoods are primarily comprised of affordable housing thus trending to younger residents of which many have children. Assuming an average of 2.3 persons per dwelling unit, an industry standard, a population of over 1,500 people would be a conservative estimate. Each resident of the area potentially benefits whether it includes children or adults walking or bicycling. As for the social value, none of the neighborhoods are safely accessible other than by motorized vehicles. Considering the current number of apartments in the neighborhood, 180 of which more than 50% are income based there are most likely residents who lack access to reliable motorized transportation thereby relying on other options for transportation to work and shopping.

**G. 1. Does this project involve more than one governmental entity?**

The City is solely responsible though it will coordinate with the SDDOT due to the project's proximity to Highway 50

**H. 1. Will this project be within a designated disadvantaged area of the state or address a designated disadvantaged or under served population?**

Yes  No If yes, explain.

According to the United States Department of Transportation Federal Highway Administration Planning, Environment and Realty Map of Economically Distressed Counties (08-13) Yankton County does not qualify as distressed. Counties with large Indian Reservations are the only ones identified. Fortunately, there are other indicators of economic distress which are not considered by many data sources. One which best reflects the local situation is the percentage of students within a local school district who are eligible for free or reduced lunches. According to the 2013-2014 SD DOE Statistical Profile, 35.0% of the Yankton School District students qualify.

**I. 1. How will the project improve the economic wellbeing of the community?**

As noted earlier, over 1/3 of Yankton's students qualify for the national school lunch program. Eligibility for the program is tied to household incomes. The trail project facilitates non motorized travel to retail outlets as well as places of employment thus lessening dependence upon motorized vehicle while encouraging healthier alternatives. Any development activity within a community whether it is a new employer or improved infrastructure provides economic benefits of which some are more measurable than others. A community who strives to improve itself through investment as well as addressing needs is certainly more attractive to new residents and investments.

**J. 1. How did safety concerns for pedestrian or bicycle travel inspire this project?** How were the safety concerns identified? How will this project resolve the safety concerns for various transportation user groups?

Employers within the City of Yankton rely quite heavily on employees who reside in communities around Yankton. In addition there is a significant number of workers living in rural Yankton County with the largest concentration west of Yankton. The flow of traffic is quite heavy prior to and after normal business hours. The heaviest concentration of vehicle traffic is within the proposed project area with commuters utilizing Highway 50 then either turning south at West City Limits Road or continuing to Highway 81. Anyone attempting to walk or bike either of these routes during these times is assuming a significant risk. In touring the project with TAP staff as well as local DOT officials the dangerous conditions for non drivers were noted as well as confirmed by area DOT staff. The area office is northeast of the SD 50 and WCLR intersection which provides a front row seat to the project area.

**J. 2. Explain how the starting and stopping points of your project were determined and why they are logical beginning and ending locations.**

The project is based upon a complete review of the City inter modal transportation system. The absence of access to the Fox Run neighborhood was the critical point. Phases II and III accomplishes multiple transportation goals. First they will tie into Phase I thus completing a loop and offering direct access to the community trail network. Secondly, it will facilitate trail access for two developing neighborhoods lying west of West City Limits Road. Finally, the project completes the City long term goal of providing non motorized access to the dog park and community garden

**J. 3. If you are requesting funding for Safe Routes to School Non-Infrastructure components, explain the non-infrastructure elements of your project below.**

N/A

### K. 1. Ordinances and Design

Check which of the following statements apply to your city/county/tribe or the area in which the proposed project is located:

- We have a snow removal ordinance requiring residents to clear snow from sidewalks within 24 hours of a snow event.
- We have a snow removal ordinance requiring residents to clear snow from sidewalks within 48 hours of a snow event.
- We do not have a snow removal ordinance.
- Our city/county/tribe will be responsible for snow removal if this project is constructed.

Check which of the following statements apply to your city/county/tribe or the area in which the proposed project is located:

- We have and enforce an ordinance requiring sidewalks to be constructed as part of all new construction/development, either by the home/business owner, developer or city/tribe.
- We have an ordinance requiring sidewalks to be constructed as part of all new construction/development, either by the home/business owner, developer or city/tribe, but allow businesses to delay construction or do not enforce the ordinance at all.
- We do not have an ordinance requiring sidewalks to be constructed as part of all new construction/development.

Check which of the following statements apply to your city/county/tribe or the area in which the proposed project is located:

- We have and enforce an ordinance requiring sidewalks to be kept in good repair, maintained and/or replaced by the home/business owner, developer or city/tribe.
- We have an ordinance requiring sidewalks to be kept in good repair, maintained and replaced, but have not enforced it in the past. If so, please explain below what steps you have taken to enforce this ordinance from this time forward.
- We do not have an ordinance requiring sidewalks to be kept in good repair, maintained and replaced by the home/business owner, developer or city/tribe.

Use the area below for any additional information on the above items.

N/A
-----

K. 2. Explain the items on your project which you believe will need a design exception. These items may include trail areas with width narrower than 10 feet, areas where separation from roadway lanes is limited, or other areas of the proposed project which may not meet the required standards. Attach a graphic showing specific locations with dimensions. Give specifics as to why a exception may be requested. This section should be completed by the engineering/design consultant.

N/A
-----

## L. Signature

The project sponsor possesses legal authority to nominate the Transportation Alternatives project and to finance, acquire and construct the proposed infrastructure project and/or finance, lead and complete the proposed non-infrastructure project. The project sponsor certifies that it is willing and able to manage, maintain and operate the project. With this signature, the sponsor authorizes the nomination of the Transportation Alternatives project, including all understanding and assurances contained herein, and authorizes the person identified as the official representative of the sponsor to act in connection with the nomination and to provide such additional information as may be required.

I certify the information contained in this Transportation Alternatives application, including attachments, is accurate and that I have read and understand the information and agree to the assurances on this form.

Name:  Title:

Typed/Electronic Signature:  Date:

Project Sponsor Organization:

## M. Project Costs

Accurate estimates of project costs are critical for both the proposed Transportation Alternatives project and the ability of the Transportation Alternatives Program to program funds. Cost estimates must be prepared by an engineering, landscape architecture or architectural firm selected from the DOT's approved list. Professionals preparing cost estimates should refer to the South Dakota Construction Cost Index and Average Unit Bid Prices found on the SDDOT website at <http://apps.sd.gov/applications/hc65c2c/HC65BidLetting/ebscontractorinfo.aspx> Any work completed prior to Federal authorization will not be eligible for reimbursement.

**In addition to the summary table below, a detailed, itemized cost estimate is required to be included with all applications. Standard SDDOT bid items shall be used whenever possible. Refer to the 2015 Standard Specifications for Roads and Bridges Method of Measurement and Basis of Payment sections for guidance.**

Cost Estimate Prepared By:  Phone Number:

Agency/Firm:

Email Address:

Typed/Electronic Signature:  Date:

Type of Work	Federal Share	Sponsor Share/ Local Match	Total
Design/ Engineering	47,334	20,286	67,620
Right-of-Way Acquisition	0	0	0
Utility Relocations	0	0	0
Environmental Mitigation	0	0	0
Construction	494,830	231,270	726,100
Construction Engineering	31,556	13,524	45,080
Non-Infrastructure	0	0	0
	<b>Federal Share</b>	<b>Local Match</b>	<b>Total</b>
<b>Total</b>	573,720	265,080	838,800

31,670

## Transportation Alternatives Application Checklist

All the following items must be completed and included in the application document or attached in **8 1/2 x 11 digital format** in order for the application to be reviewed. **Maps, graphics and other documents submitted in formats larger than 8 1/2 x 11 format will not be accepted and will be removed from the application.**

- TAP Application and Project Costs Form.
- Detailed cost estimate and description of match. To be completed by your selected engineering/design consulting firm and must include detailed bid items. **Submit in Excel or similar format .**
- Detailed Map of the project site, showing location and termini.
- Detailed Cross-Section.
- Overall Map showing the connectivity of the project to the rest of the community paths, sidewalks and other community amenities. Map should show the proposed project and future phases or master plans.
- Applicant's commitment to a minimum 18.05% local match.
- Meeting minutes from any public meetings relevant to the project.
- Letters of support from local citizens and organizations.
- Applicant's or other commitment to maintain the completed project.
- Relevant information such as applicable portions of planning studies, master plans, photographs with captions or phasing plans.
- Scope of Services prepared by the engineering/design consultant and submitted on the consulting firm letter head.
- Scope of Work completed by the engineering/design consultant and submitted as the completed pdf form.
- Resolution from the eligible sponsor, including the meeting minutes detailing the action on the resolution.
- Letter of Acceptance by the DOT Regional Engineer or County Highway Superintendent, if the project is to be constructed in County or State Highway right-of-way.
- Completed application and supporting documents digitally submitted to SDDOT prior to 5 p.m., September 30, 2015.

# Instructions for Submitting the Transportation Alternatives Program Application

1. Complete the application electronically in the pdf form format.
2. The form can be saved and re-opened multiple times as the document is completed. It does not need to be filled out all at once. 'Save As' and rename the file prior to the start of completing the application.
3. There are several pull downs, areas that accept only numbers, areas that require recognizable email addresses and other required formats throughout the document. Warning pop-ups will offer suggestions in how to proceed if an answer is inserted in the wrong format.
4. All narrative sections are limited to the original response space viewed in the blank application. **Narrative overflowing the designated space will not be visible in printed format and therefore will not be reviewed by the Advisory Committee. Additional pages of narrative will not be accepted and will not be reviewed by the Advisory Committee.**
5. **Handwritten signatures are not required and shall not be included.** The application must be reviewed and approved by the person so assigned in the resolution. Following the sponsor's approval, a digital or typed signature shall be inserted into the application.
6. When the application is complete, it shall be saved as a pdf and named with the name of the sponsor first, for example 'Mitchell TAP Application'. **Do not print as a pdf.**
7. All attachments, with the exception of the detailed cost estimate, shall be saved as pdfs (in color, if applicable) and digitally submitted. All attachment files should be named in a descriptive format, for example 'Mitchell Letters of Support'. No documents should exceed 8 1/2 x 11 in size. **The detailed cost estimate must be submitted in Excel or similar format.**
8. The total application, including the title page, application form and attachments shall not exceed 30 pages. Pages exceeding 30 will not be reviewed. This instruction sheet may be deleted from the application form prior to submittal and will not be counted. The resolution and accompanying Council or Commission minutes, Scope of Services and Scope of Work documents will not be counted towards the 30 pages.
9. The application and all attachments shall be submitted by email to TAP Coordinator, Nancy Surprenant, at Nancy.Surprenant@state.sd.us.
10. Transmittal email subject lines shall read 'TAP Application' followed by the sponsor's name, for example 'TAP Application Mitchell'. The email shall include a list of all files attached to the email. If more than one email is required due to system size limitations, applicant shall note in the transmittal email how many additional emails are to follow.
11. Mailed or faxed applications will not be accepted. If you encounter difficulties with the pdf form or with attaching the supporting documents to an email, contact Nancy Surprenant at 605.773.4912 prior to September 28, 2015, for instructions.
12. Applications and supporting documents received after 5 p.m. on September 30th, 2015, will not be accepted.
13. All questions regarding the application, eligibility or other TAP items should be directed to Nancy Surprenant at 605.773.4912 or emailed to Nancy.Surprenant@state.sd.us.

I am very much in favor of moving this project forward. As a runner I have used the current trail system extensively and would make good use of the new additional trail space.

The trails offer a safer environment for walkers, runners and bikers to get out and get their exercise without the worry of traffic. If it is built it will be used.

I have used the trails a lot over the past few years.

I live on the North side of Yankton and this would be a good hop on point.

I am very much in favor of extending the trail system in Yankton. The current system is nice but the more trail we can have the better. As a runner it's nice to have variety in running venues and extending the trail will allow for more variety. It will allow people to see more of our City in a safe way. Once all the trail is completed and connected, we will be able to make our way completely through town without crossing roads or highways.

Kevin Watt  
2803 Mary St D  
Yankton SD 57078  
605-260-9310

My husband I walk and ride our bikes for exercise. The new trail will provide a more safe and better accessibility to the Auld Brokaw Trail and city sidewalks.

We use the trail on a limited basis, and don't ride as often as we would if we had a safer and better access. Walking will provide more variety to the areas I can walk.

We have limited access to the trail system; i.e. from our home to the north end of the trail we access the trail system through the golf course and a variety of businesses; or on West City Limits Road through the Bark Park and Community Garden.

Annette Kohoutek  
2909 Mulligan Drive  
Yankton SD 57078  
605-664-8166

My name is Kate Ehresmann, I live in Yankton at 206 E 16th St. and can be reached at (605)-661-5505.

I am extremely excited to hear the bike trails in Yankton will be expanding. As someone that was born and raised in Yankton, an avid cyclist, and of the younger population these ideas and plans really excite me. Having the ability to ride on a trail vs the road is not only safer for cyclists but more convenient for everyone. My friends, family, and I love using the trail out to lake, the Brokaw Trail, and the Meridian Bridge trail often... This expansion will be a great addition to add to our trail routes!

I'm really looking forward to using this newest addition in the future, thank you City of Yankton for expanding our trails!

Thank you for your time,

Kate Ehresmann



2410 West City Limits Road  
P.O. Box 738  
Yankton, SD 57078

Wayne A. Kindle, Ed. D, Superintendent

Telephone: (605)665-3998  
Fax: (605)665-1422

September 4, 2015

To Whom it May Concern:

I am pleased to provide a testimonial regarding a trail/sidewalk to be placed on the south side of 31st Street (Highway 50) from the Wal-Mart property sidewalk heading to West City Limits Road. This would benefit students and their families living in that area, as it provides a safe place for them to walk and ride bikes. I think this is very beneficial and will improve the overall landscape of the area.

Please consider this a letter of support for the Transportation Alternatives Program Grant. I applaud the City of Yankton and its' leadership team, as well as the City Commission for pursuing this grant opportunity.

The continuation of the Fox Run Trail System-Phases 2 & 3 will be extremely beneficial for students and their families.

Sincerely,

Dr. Wayne Kindle, Superintendent  
Yankton School District

WK:kc

The State Department of Transportation agrees to let the city of Yankton place a trail/sidewalk alongside and onto to the state ROW on Hwy 50 from the west Walmart entrance to west city limits road. The trail/sidewalk should meet all DOT specifications and a permit to Occupy Right of Way will need to be attained from the Yankton DOT prior to placing the trail/sidewalk.

The trail/sidewalk is much needed and will enhance the safety along this section of Hwy 50. The urban section of Highway 50 where the sidewalk will be placed is a 4 lane section of highway with no sidewalk or shoulders. Bicycles and pedestrians had to walk or cycle alongside the traffic right next to the curb or in the uneven grass behind the curb, which is steep in places, and created tripping hazards which could not be driven on with a bicycle. This trail/sidewalk will give the residents that live on Adkins drive and in the new apartment building next to Highway 50 a way to get to Walmart and will eventually attach to an existing trail/sidewalk that will give them access to the entire city of Yankton. The Yankton Department of Transportation will work with the City of Yankton to get the best alignment of the trail/sidewalk for the safety and well-being of the pedestrians and bicyclist along this Highway 50 corridor.

Rod Gall  
Area Engineer  
Yankton Area Office  
1306 W 31<sup>st</sup> Yankton, SD  
Phone 605 668 2929 Ext 1302002  
Cell 605 661 8621

# Fox Run Trail System Phase 2

## Engineer's Conceptual Cost Opinion

(Hwy 50, Adkins Dr. to WCLR and WCLR, Hwy 50 to St. Benedict Dr.)

Eisenbraun and Associates, Inc.

Project No. Y12205

Revised: Thursday, September 10, 2015

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$ 13,000.00	\$ 13,000
2	Clearing and Grubbing	1	LS	\$ 1,000.00	\$ 1,000
3	Unclassified Excavation	250	CY	\$ 6.50	\$ 1,625
4	Unclassified Embankment	6,500	CY	\$ 12.00	\$ 78,000
5	6" PCC Paving	2,175	SY	\$ 55.00	\$ 119,625
6	4" Aggregate Base Course	2,175	SY	\$ 7.00	\$ 15,225
7	RR Crossing and Insurance	1	LS	\$ 25,000.00	\$ 25,000
8	Seeding	2.0	AC	\$ 500.00	\$ 1,000
9	Mulch	4	TN	\$ 350.00	\$ 1,400
10	Traffic Control	1,000	UN	\$ 2.50	\$ 2,500
11	Traffic Control Misc.	1	LS	\$ 500.00	\$ 500
12	Low Flow Silt Fence	2,100	LF	\$ 3.50	\$ 7,350
13	Mucking Silt Fence	525	CY	\$ 2.00	\$ 1,050
14	Remove Silt Fence	525	LF	\$ 0.50	\$ 263
15	Extruded Aluminum Sign Panel	40	SF	\$ 30.00	\$ 1,200
16	3.0 lb/Ft Flanged Channel Post	120	FT	\$ 12.00	\$ 1,440
17	Durable Pavement Marking, Area	300	SF	\$ 3.00	\$ 900
18	Type 1 Detectable Warnings	64	SF	\$ 45.00	\$ 2,880
<b>Construction Total</b>					<b>\$ 274,000</b>
Contingency					\$ 54,800
Engineering					\$ 53,100
<b>Total Budget Estimate</b>					<b>\$ 381,900</b>

Note: The prices utilized in this cost opinion are based on prices received for similar projects in 2013 and 2014. Prices for future work will be subject to change due to inflation or labor and material cost increases. In providing opinions of probable construction cost, it is understood that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. The opinions of probable construction cost provided herein are made on the basis of the Design Professional's qualifications and experience, and no warranty, either expressed or implied, is made as to the accuracy of such opinions as compared to bid or actual costs obtained at some point in the future.

# Fox Run Trail System Phase 3

## Engineer's Conceptual Cost Opinion (WCLR, St. Benedict Dr. to the YSD Property)

Eisenbraun and Associates, Inc.

Project No. Y12205

Revised: Thursday, September 10, 2015

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$ 15,800.00	\$ 15,800
2	Clearing and Grubbing	1	LS	\$ 1,000.00	\$ 1,000
3	Unclassified Excavation	1,250	CY	\$ 6.50	\$ 8,125
4	Unclassified Embankment	1,500	CY	\$ 12.00	\$ 18,000
5	6" PCC Paving	3,100	SY	\$ 55.00	\$ 170,500
6	6" PCC Paving (Ineligible at Dog Park)	310	SY	\$ 55.00	\$ 17,050
7	4" Aggregate Base Course	3,100	SY	\$ 7.00	\$ 21,700
8	4" Aggregate Base Course (ineligible)	310	SY	\$ 7.00	\$ 2,170
9	30" Curb and Gutter	230	LF	\$ 20.00	\$ 4,600
10	Concrete Removal	200	SY	\$ 6.00	\$ 1,200
11	6" Fillet Section	60	SY	\$ 55.00	\$ 3,300
12	6" PCC Driveway Pavement	60	SY	\$ 55.00	\$ 3,300
13	Remove Fence	1,150	LF	\$ 0.50	\$ 575
14	Guardrail	120	LF	\$ 35.00	\$ 4,200
15	18" RCP Class 4	280	LF	\$ 50.00	\$ 14,000
16	18" RCP Flared End	9	EA	\$ 800.00	\$ 7,200
17	30" RCP Class 2	60	LF	\$ 85.00	\$ 5,100
18	30" RCP Flared End	2	EA	\$ 1,100.00	\$ 2,200
19	Seeding	5	AC	\$ 500.00	\$ 2,500
20	Mulch	10	TN	\$ 350.00	\$ 3,500
21	Traffic Control	1,000	UN	\$ 2.50	\$ 2,500
22	Traffic Control Misc.	1	LS	\$ 500.00	\$ 500
23	Low Flow Silt Fence	2,740	LF	\$ 3.50	\$ 9,590
24	Mucking Silt Fence	685	CY	\$ 2.00	\$ 1,370
25	Remove Silt Fence	685	LF	\$ 0.50	\$ 343
26	Extruded Aluminum Sign Panel	100	SF	\$ 30.00	\$ 3,000
27	3.0 lb/Ft Flanged Channel Post	200	FT	\$ 12.00	\$ 2,400
28	Type I Detectable Warnings	120	SF	\$ 45.00	\$ 5,400
<b>Construction Total</b>					<b>\$ 331,100</b>
Ineligible Construction Items					\$ 19,200
Contingency					\$ 66,200
Engineering					\$ 59,600
<b>Total Budget Estimate</b>					<b>\$ 456,900</b>

Note: The prices utilized in this cost opinion are based on prices received for similar projects in 2013 and 2014. Prices for future work will be subject to change due to inflation or labor and material cost increases. In providing opinions of probable construction cost, it is understood that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. The opinions of probable construction cost provided herein are made on the basis of the Design Professional's qualifications and experience, and no warranty, either expressed or implied, is made as to the accuracy of such opinions as compared to bid or actual costs obtained at some point in the future.

# Proposed Fox Run Trail System

## Legend

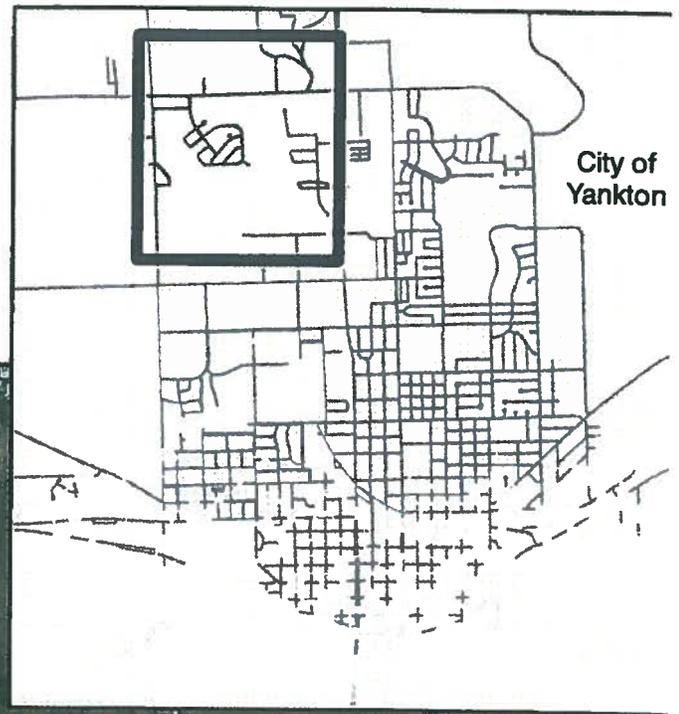
Proposed Trails connecting existing sidewalks

Phase 1

Phase 2

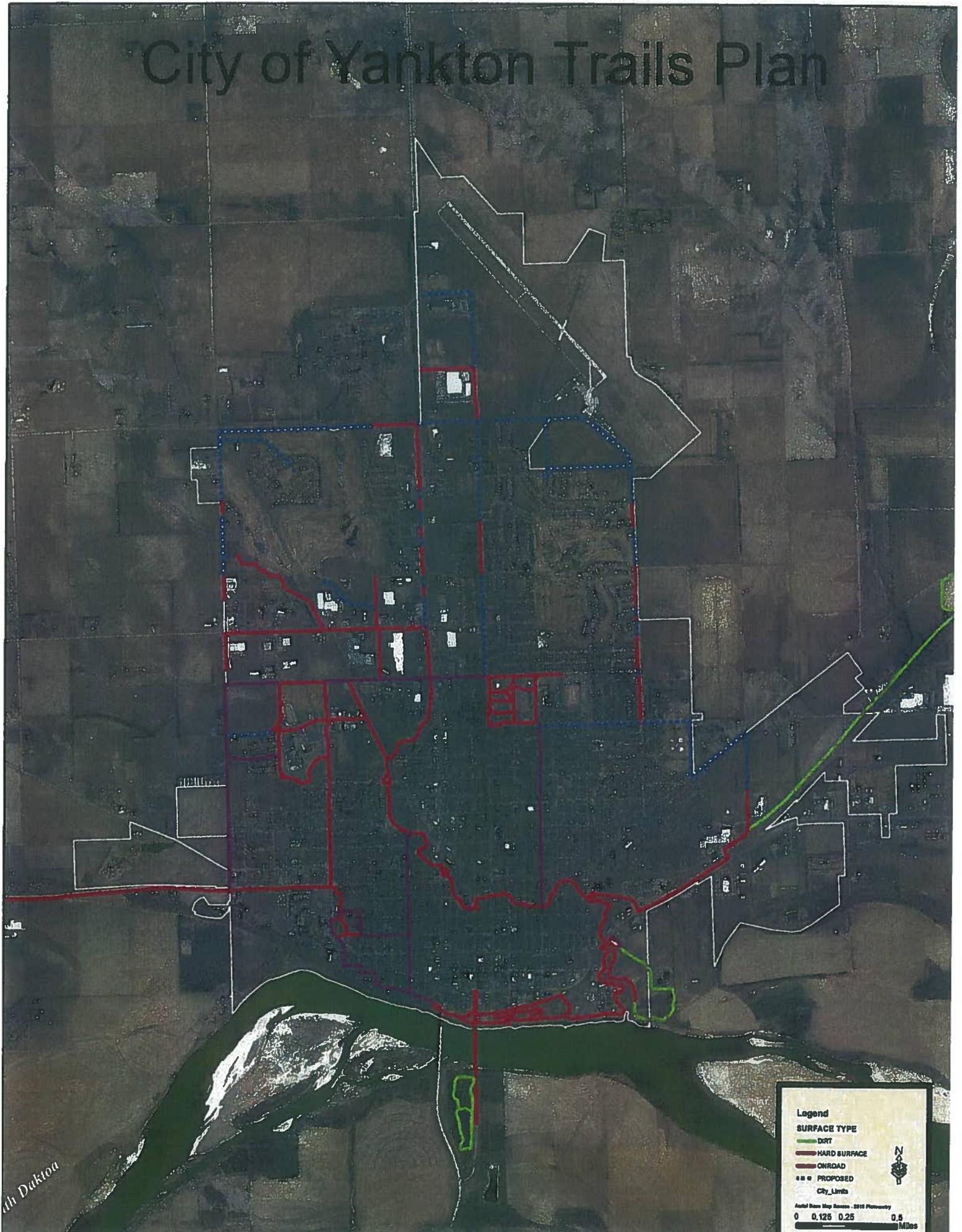
Phase 3

Roads





# City of Yankton Trails Plan



South Dakota

**Legend**

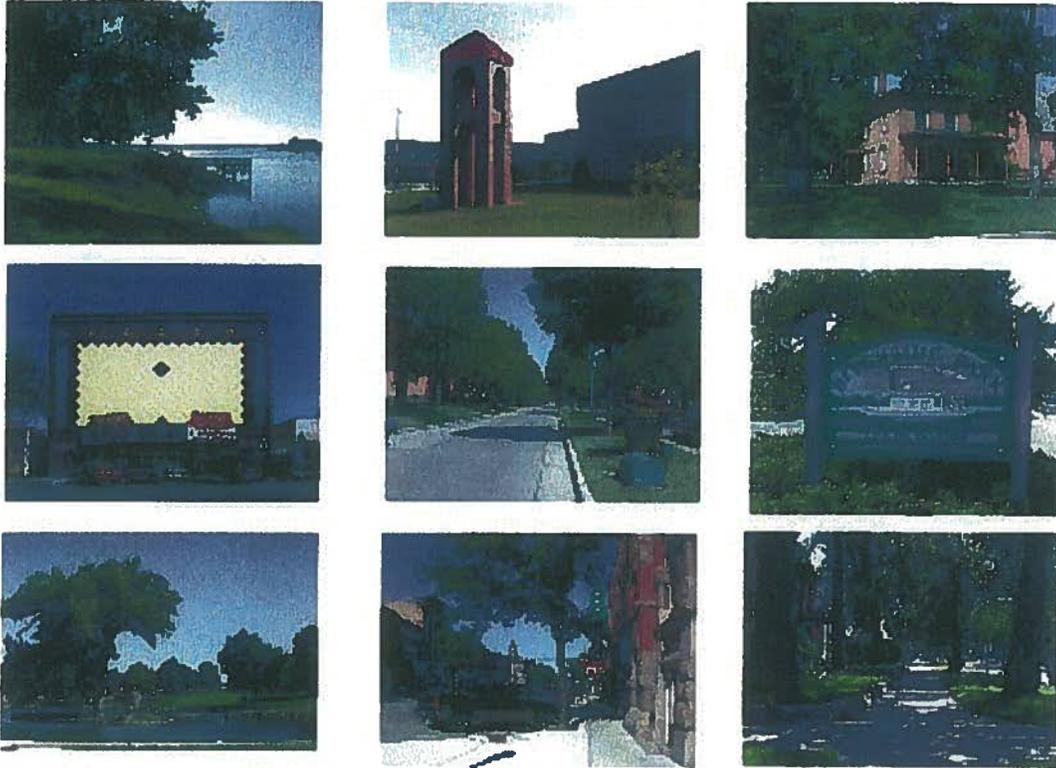
**SURFACE TYPE**

- DIRT
- HARD SURFACE
- ONROAD
- - - PROPOSED
- City Limits

Aerial Base Map Source: 2010 Photography

0 0.125 0.25 0.5 Miles

# THE YANKTON PLAN



## A Comprehensive Plan for Yankton, South Dakota

Prepared with  
The Citizens of Yankton  
By RDG Crose Gardner Shukert

November, 2003



## **PEDESTRIAN AND BICYCLE LINKS**

*Yankton should maintain a continuous pedestrian network to complement the street system.*

A multi-use trail and walkway system can complement automobile trips by providing a good environment for non-motorized transportation. Yankton has created a substantial trail system, highlighted by the signature Auld-Brokaw Trail. The trail aspects of the system are described in more detail in Chapter Four of the Yankton Plan. From a transportation perspective, the system includes several levels of facilities:

- Access loops, which provide two points of access.
- Circles or bulls at the corners of streets or access loops. These provide many of the features of cul-de-sacs, including safe environments observed by a cluster of houses.
- T-intersections, which reduce the number of traffic/pedestrian conflicts.
- Short cul-de-sacs, shorter than 300 feet in length.
- *Design for Low Speed.* Traffic in a local street system should move at slow speeds. This can be accomplished by:
  - Providing local streets with design speeds that are the same as speed limits. This produces self-enforcing speed limits, by which motorists drive at appropriate speeds.
  - Using traffic calming devices. Such devices include narrowings at mid-block, neckdowns at intersections, speed tables (a more gradual and spread out version of the speed bump), and gateways.
- *Off-Street Trails,* providing exclusive paths separated from parallel streets. An off street trail system links all quadrants of the city and includes:
  - The Auld-Brokaw Trail. The Auld-Brokaw should be extended northwest along the railroad right-of-way to Fox Run, along the West Branch of Marne Creek to West City Limits, and north to 31<sup>st</sup> Street.
  - The Arboretum Loop Trail.
  - The Riverside Trail. This trail will continue to utilize on-street routes west of Broadway to the Avera/Mount Marty campus. It continues to Highway 52 and would extend through the Rivefront Growth Center's parkway system to the riverfront.
  - The Highway 52/Lewis and Clark Lake Trail system, from Westside Park to the lake.
  - A North Loop Trail, following 31<sup>st</sup> Street and the Northeast Arterial, continuing south along a proposed greenway parallel to Ferdig Avenue and extending south to Highway 50/7<sup>th</sup> Street.

Here, a route parallel to 7<sup>th</sup> Street would connect to the Auld-Brokaw Trail.

- The James River Trail, extending from the North Loop northeast to the river.
- *On-Street Trails*, providing trail facilities parallel to streets. These trails generally include a wide multi-use pathway, and are proposed for:
  - 31<sup>st</sup> Street and the Northeast Arterial, as part of the North Loop system.
  - Fox Run Parkway.
  - Portions of Broadway.
  - Trails along the West Parkway and 17th Street Parkway to the Arboretum.
  - West City Limits Road.
- *Share-the-Road segments and sidewalks*, including designated routes for pedestrian and bicycle use. These designated routes link the off-street trail system with major community features that are located off the network.

“Share-the-road” designation should not relegate bicycles to specific routes. However, they do help direct bicyclist to certain routes and notify motorist that bicycles are likely to be in the area. Share-the-road bicycle routes should be free of hazards to bicyclists, such as longitudinally oriented sewer grates. Where street width permits, they may also feature painted bicycle lanes. Bicycle lanes need not be continuous and in some places may even be parked on. This proposed system links many of the major activity centers and features of Yankton to residential neighborhoods.

• *Sidewalk Rehabilitation and Development*

Sidewalks are a critical, although frequently under-recognized, part of any city’s transportation system. However, sidewalks are often neglected because their construction and repair is usually deemed a “special benefit” whose cost is assessed to the adjacent property owner. This creates resistance to the development or repair of walks, as property owners do not want to pay for something that they themselves may infrequently use. In truth, people who walk or run for transportation, recreation, or fitness use everyone’s sidewalks and are by no means limited to the sidewalk segment directly in front of their home. As a result, pedestrian facilities are increasingly a public utility, used in common by all residents of the city.

Yankton’s subdivision regulations require sidewalk construction in new subdivisions – a requirement that should continue. However, the city has suspended a systematic sidewalk repair program in established parts of the city. The city should define a “major sidewalk” system, construed as a public utility analogous to the major street system, assess conditions on this system, and implement a phased, annual program of sidewalk repairs funded by bonds or general revenues. Components of the major sidewalk system should include:

- Sidewalks along streets designated as “bicycle routes,” establishing these as mixed mode corridors.
- Sidewalks along streets in the major street system, including arterials and collectors.
- Any other sidewalks that connect other components of the major sidewalk system to schools, parks, or other recreational facilities.

The major sidewalk system should provide a continuous sidewalk on at least one side of the street that is in a state of uniform good repair and is completely barrier-free.

### **DIRECTIONAL GRAPHICS**

*Yankton should implement a comprehensive, community-wide directional graphics system.*

Communities are exhibiting increased interest in directional graphics system that direct both residents and visitors around the community. Such a system is especially important in a city with extensive visitor traffic like Yankton. The system should operate on several levels, including:

- *Motorist information.* This system should be oriented to major gateway routes, including East Highway 50, 4<sup>th</sup> Street, Summit Street, 8<sup>th</sup> Street, Broadway, and 31<sup>st</sup> Street. The system should orient travelers to a limited number of very important destinations, which in Yankton include:

- Downtown and the Riverfront
- Lewis and Clark Lake
- Summit Activities Center
- Mount Marty College

A secondary feature of the system may be to direct travelers to important, but secondary, destinations.

- *Trail information.* A trail directional graphic system should reinforce links from the trails to other important community features. Such a system will be installed initially on the Auld-Brokaw Trail.

- *Bike Route Information.* The system of on-street bicycle routes should also include directional information to reinforce links between the trail network and major community features.

### **PUBLIC TRANSPORTATION**

*Yankton should maintain its effective public transportation system and investigate ways to expand and enhance its already excellent service.*

**Implementation Schedule**

Mobility for All	Type	On-going	Short	Medium	Long
Expanded Arterial System: - A northeast arterial to link Highway 50 and 31st Street south of the airport.	Capital				X
- Extension of 15th Street for a continuous route between Ferdig Avenue and Summit Street.	Capital			X	
- A midtown connector to connect East 8th Street with West 10th Street.	Capital			X	
- Widening of Highway 52 west to Gavins Point.	Policy			X	
- A west parkway on the half-section between West City Limits and Deer Boulevard as a central spine for the West Growth Center.	Capital				X
Secondary Collector System: - Development of land in the Willow Ridge area should include an east-west collector along the approximate line of 27th Street between Peninah and Douglas.	Capital			X	
- Extension of Fox Run Parkway north to 31st Street.	Capital			X	
- Development of Highway 50 East service roads.	Capital		X		
- Subdivision design west of West City Limits Road should develop and preserve the 15th, 17th, and 19th Street corridors.	Capital				X
- Development of the Riverfront should include a collector and parkway network linking Deer Boulevard and West City Limits Road.	Capital		X		
As key streets are developed or upgraded, the design features that mark civic streets should be incorporated into their design.	Policy Capital	X			
Yankton's pedestrian system should include: <i>Off-Street Trails</i> - The Auld-Brokaw Trail - The Arboretum Loop Trail - The Riverside Trail - Highway52/Lewis and Clark Trail - A North Loop Trail, following 31st Street and the Northeast Arterial. - The James River Trail	Done Done Capital Done Capital Capital		X		X X
<i>On-Street Trails:</i> - 31st Street and Northeast Arterial - Fox Run Parkway - Portions of Broadway - Trails along the West Parkway and 17th Street Parkway to the Arboretum. - West City Limits RoadShare-the-Road segments and sidewalks	Capital Capital Capital Capital Capital			X	X X X
Sidewalk Rehabilitation and Development: - An assessment of the condition of a "major sidewalk" system.	Action	X	X		
- Development of a phased, annual program of sidewalk repairs funded by bond or general revenues.	Policy		X		
Yankton should implement a comprehensive, community-wide directional graphics system that should include motorist, trail and bike route information.	Capital		X		

**Memorandum #15-237**

**To:** Amy Nelson, City Manager  
**From:** Mike Roinstad, Airport Supervisor  
**Subject:** Chan Gurney Municipal Airport-State Financial Assistance Agreement  
**Date:** September 17, 2015

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The South Dakota Department of Transportation Aeronautics Commission has approved the State of South Dakota's Financial Assistance Agreement for Environmental Assessment for Apron Expansion at Chan Gurney Municipal Airport. The total estimated project cost is \$70,894.44. The attached Agreement with the State provides 5% funding of the project for a total of \$3,544.72. The City local match at 5% totals \$3,544.72. A summary of the project costs is included in the Agreement.

It is recommended that the Agreement between the State of South Dakota and the City of Yankton be approved and the Mayor be authorized to execute the attached Project No. 3-46-0062-26-2015 Agreement.

Respectfully submitted,

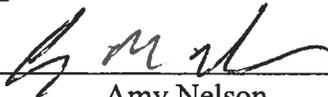


Mike Roinstad  
Airport Supervisor

**Recommendation: It is recommended that the City Commission approve Resolution #15-57 stating the City of Yankton will accept the South Dakota Department of Transportation Aeronautics Commission State Financial Assistance Agreement as outlined in Memorandum #15-237 and authorize the Mayor to execute the Agreement as stated in Resolution #15-57.**

X I concur with the recommendation.

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

  
\_\_\_\_\_  
Amy Nelson  
City Manager

cc: Kevin Kuhl PE

\_\_\_\_\_ Roll call

## RESOLUTION #15-57

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

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

WHEREAS, the South Dakota Department of Transportation Aeronautics Commission approved a State Financial Assistance Agreement for the above referenced project.

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

NOW, THEREFORE, BE IT RESOLVED that the City of Yankton will accept the South Dakota Department of Transportation Aeronautics Commission State Financial Assistance Agreement and authorizes the execution of the Agreement for an Apron Expansion Environmental Assessment as outlined in AIP Grant #3-46-0062-026-2015.

Adopted:

---

By: David Carda, Mayor  
City of Yankton

ATTEST:

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Al Viereck  
Finance Officer

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF FINANCE AND MANAGEMENT  
OFFICE OF AIR, RAIL, AND TRANSIT  
BECKER-HANSEN BUILDING  
PIERRE, SOUTH DAKOTA  
FOR  
PROJECT NO. 3-46-0062-26-2015**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Yankton, South Dakota, referred to in this Agreement as the "SPONSOR."

**BACKGROUND:**

- A. The STATE and the SPONSOR have entered into an Agency Agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Section Six (6), of Township Ninety-three North (93N), and Sections Thirty (30) and Thirty-one (31), of Township Ninety-four North (94N), Range Fifty-five West (55W) of the Fifth Prime Meridian, Yankton County, South Dakota, referred to in this Agreement as the "Airport."
- B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

**Apron Expansion Environmental Assessment**

- E. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as Exhibit A.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

**Section 1. Payment**

Pursuant to and for the purposes of carrying out the provisions of SDCL 50-7-15, the STATE will share in the cost of the Project in the amount of **five percent (5%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Three Thousand, Five Hundred Forty-four Dollars and Seventy-two Cents (\$3,544.72)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0062-26-2015. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs have reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.

## **Section 2. Termination**

1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
  - (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
  - (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
  - (c) The SPONSOR is default under any provision of this Agreement.

## **Section 3. SPONSOR Assurances**

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

## **Section 4. Special Conditions**

1. The special conditions contained in the Airport Improvement Program Grant for Project No. **3-46-0062-26-2015** are included in this Agreement by reference.
2. Eligible costs for this Agreement will be as indicated in the Airport Improvement Program Grant as determined by the Federal Aviation Administration.
3. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and

local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

4. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE in writing for the STATE'S approval prior to any change.
6. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties to this Agreement.
7. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
8. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
9. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions. The CFDA Number for funds used under this Agreement is 20.106.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
11. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.
12. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

13. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
14. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
  - A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
  - B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
15. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
16. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as Exhibit B.
17. The effective date of this Agreement is **August 25, 2015**.

This Agreement has been executed by the STATE and the SPONSOR, acting by and through their duly authorized representatives.

City of Yankton, South Dakota

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Its: Program Manager  
Office of Air, Rail, and Transit

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Auditor/Clerk

(City Seal)

SUMMARY OF PROJECT COSTS		1.Proj. No. 3-46-0062-26-2015
3.Sponsors Name and Address CITY OF YANKTON YANKTON, SD		2.Grant No.
5.Official Name and Location of Airport CHAN GURNEY AIRPORT 416 WALNUT STREET YANKTON, SD 57078		Aero Comm Approved 08/25/2015
		6.MaxFed.Funds \$63,805.00
DESCRIPTION	LATEST REVISED TOTAL ESTIMATED COST	ACTUAL COST INCURRED TO DATE
I. LAND: N/A		
II. CONSTRUCTION: N/A		
III. ENGINEERING: <b>Estimated</b>		
A. Enviromental Assessment	\$68,895.00	\$0.00
TOTAL ENGINEERING	\$68,895.00	\$0.00
IV. ADMINISTRATION		
TOTAL PROJECT COST	\$70,894.44	\$0.00
FEDERAL SHARE-90%	\$63,805.00	\$0.00
STATE SHARE-5%	\$3,544.72	\$0.00
LOCAL SHARE-5%	\$3,544.72	\$0.00
7.CERTIFICATION:		
DATE:		PREPARED BY:
SCOPE: Environmental Assessment for Apron Expansion.		

## *Memorandum #15-238*

**To:** Amy Nelson, City Manager  
**From:** Dave Mingo, Community Development Director  
**Date:** September 18, 2015  
**Subject:** Railroad Crossing Closures / New Crossing for Kolberg Pioneer

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Approval of the attached Resolution #15-58 would close the railroad crossings on 11<sup>th</sup> Street, west of Broadway Avenue and on the alley, south of 8<sup>th</sup> Street and east of Mulberry Street. These closures are a requirement of the Burlington Northern Santa Fe (BNSF) Railroad for the community to get a new crossing for Kolberg-Pioneer, Inc. (KPI)

Staff conducted a neighborhood meeting related to the 11<sup>th</sup> Street crossing closure on September 9<sup>th</sup>. Owners of the properties and business operators to the north and south of 11<sup>th</sup> Street, west of Broadway were individually invited by letter to attend, hear a presentation of the proposal and comment. Notice of the meeting was also provided to the public via newspaper and radio. The attached "Railroad Crossing Neighborhood Meeting" handout was provided to the attendees of the meeting. Comments received at the meeting and in phone conversations prior to the meeting were generally neutral. Business operators in the area were not necessarily in favor of the closure but they understood the purpose of the project. Comments included:

- If the crossing is closed, the driveway / alley NW of Fastenal should be upgraded (the City Street crews have concurred and will address this by upgrading the gravel surface).
- They are pleased with the reduction of truck traffic on Railroad Street (Railroad Street is not a truck route so trucks should not be there).
- Losing an alternate route of egress during a big snow storm could be a problem (the Street Department is aware of this and will address it during storm events).
- NAPA Auto has many deliveries going west and this would definitely change how they do business. Jim Cox stated that he would prefer that the crossing remain open but that he understands and wants to support the ability of a local manufacturer to expand.

In addition to the new crossing at KPI, the BNSF and the state have also offered the following:

- Financial assistance with the barricades at the closure locations.
- The installation of a gate and signals at a crossing. This recommendation is a crossing at 8<sup>th</sup> and Capital, northwest of Webster School.

Respectfully submitted,



Dave Mingo, AICP  
 Community Development Director

**Recommendation:** It is recommended that the City Commission approve Resolution #15-58 thereby closing the described crossings and authorize the Mayor to sign all documents associated with the closures and installation of a signalized, gated crossing at 8<sup>th</sup> and Capital, northwest of Webster School.

X I concur with this recommendation.

\_\_\_\_\_ I do not concur with this recommendation.

*Any Nelson*  
Any Nelson, City Manager

Below are air photos of the three crossing locations being discussed (one new private crossing location and two closures).



New KPI Crossing

North

\_\_\_\_\_ Roll Call



West 11<sup>th</sup> Street Proposed RR Crossing Closure

North



Proposed Alley RR Crossing Closure

## **Resolution #15-58**

### **Railroad Crossing Closures**

**WHEREAS, *The Yankton Board of City Commissioners*** has determined it in the best interest of the community to permanently close the railroad crossings at the following two locations:

- 11<sup>th</sup> Street West of Broadway Avenue.
- The alley south of 8<sup>th</sup> Street and east of Mulberry Street.

and,

**WHEREAS,** said closures are in exchange for the Burlington Northern and Santa Fe Railroad's agreement to allow a new private crossing for Kolberg- Pioneer, Inc. KPI will need to enter into separate private crossing agreement with BNSF and meet all necessary requirements.

**NOW THEREFORE, BE IT RESOLVED** that the City of Yankton hereby relinquishes, vacates and declares the railroad crossings at the two described locations permanently closed to any form of surface transportation including but not limited to vehicular, bicycle and pedestrian modes of transportation from this date forward. The City will maintain the underground easements at the crossing locations for existing utilities. Any new utility must follow BNSF's current permitting process, and

**BE IT FURTHER RESOLVED THAT** the City of Yankton agrees to install barricades in accordance with the Manual on Uniform Traffic Control Devices at the two crossing closure locations prior to the Burlington Northern and Santa Fe Railroad's installation of the new private crossing at the KPI site.

**DATED** this 14th day of September, 2015.

Adopted:

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David Carda, Mayor

ATTEST:

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Al Viereck, Finance Officer

## Background

- To improve safety, railroads across the country are working to reduce the number of crossings.
- Yankton has a larger number of crossings than regional communities of similar size.
- BNSF has approached the City of Yankton interested in reducing the number of crossings, while independently Kolberg-Pioneer Inc. (KPI) requested a new private crossing from BNSF and were denied.
- The private KPI crossing would be used to transport materials and partially assembled equipment across the tracks allowing the opportunity for an expansion of their operation west of the current location.
- BNSF has proposed closing two existing crossings in exchange for creating a new private crossing, and has offered support to help defray cost of infrastructure improvements at the closed crossings.
- Crossings identified as candidates for closure:
  - An unimproved alley south of 8th Street between Pearl Street & Mulberry Street.
  - 11th Street west of Broadway Avenue.

## Opportunities

- BNSF has agreed to participate in the costs related to closing the crossings or the creation of controls for an existing sensitive crossing.
- Fewer crossings will incrementally reduce the number and duration of horn soundings.
- The addition of the private crossing will provide the opportunity for KPI to expand operations in Yankton, create additional career opportunities, and grow the economic base of the community.

## Challenges

- The 11<sup>th</sup> Street crossing won't be available to local car traffic. Railroad Street is not a truck route, so trucks should continue to use Broadway Avenue to deliver freight.
- BNSF's offer is not open ended, there's a limited window of time to decide on a course of action.
- The 2 for 1 trade is the only option available; BNSF will not approve additional crossings without reducing existing ones.

## Possible Outcomes

The railroad right-of-way preexisted the roadways and railroads control grade crossings. BNSF has identified our community as a location in need of crossing reductions, so opportunities to construct any new crossings won't be possible without closing some of the existing crossings.

Participating in a voluntary 2 for 1 closure will result in an expansion opportunity for a major employer in the community and the creation of new jobs as well as infrastructure improvements at no additional monetary cost to the community.

## Memorandum #15-234

**To:** Amy Nelson, City Manager  
**From:** Dave Mingo, AICP Community Development Director *BMB for Dave Mingo*  
**Subject:** Planning Commission Action #15-45 / Resolution #15-56  
**Date:** September 15, 2015

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### PLAT REVIEW

**ACTION NUMBER: 15-45**

**E.T.J. MEMBER ACTION REQUIRED: No**

**APPLICANT / OWNER:** Randy Frost.

**ADDRESS / LOCATION:** 210 Violet Drive. Please reference the attached map.

**PROPERTY DESCRIPTION:** Lots 31A and 31B, Crestview Homes Subdivision in the NE ¼ of Section 21, T93N, R56W of the 5<sup>th</sup> P.M., in Yankton County, South Dakota.

**ZONING DISTRICT:** County jurisdiction.

**PREVIOUS ACTION:** Approval of Subdivision layout and prior development phases in 2007 – 2013.

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

The plat is being proposed to allow for the division of a single, previously platted lot into two lots. The proposal will be subject to county platting and land use approval requirements as it moves forward through that process.

Staff recommends approval of the proposed plat

#### HEARING SCHEDULE:

September 14 2015: The Planning Commission reviews the plat and makes a recommendation to the City Commission.

September 28, 2015: The City Commission reviews the plat and makes a final decision.

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

\_\_\_\_\_ Roll Call

**RESOLUTION #15-56**

WHEREAS, it appears from an examination of the Lots 31A and 31B, Crestview Homes Subdivision in the NE ¼ of Section 21, T93N, R56W of the 5<sup>th</sup> P.M., in Yankton County, South Dakota prepared by John L. Brandt, a registered land surveyor in the State of South Dakota, and

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

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

Adopted:

\_\_\_\_\_  
David Carda, Mayor

ATTEST:

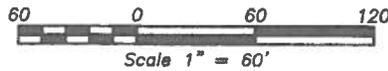
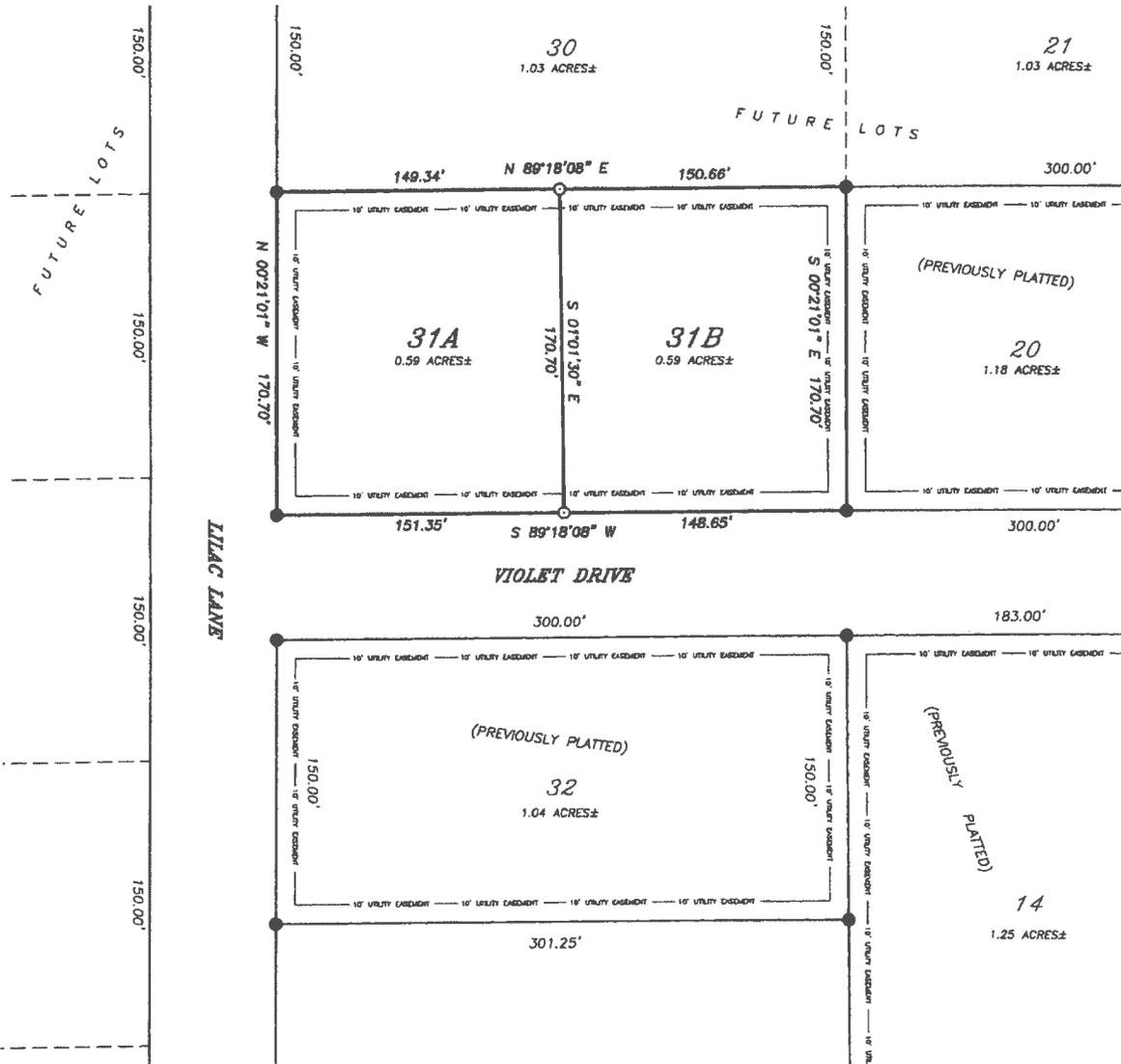
\_\_\_\_\_  
Al Viereck, Finance Officer

# Plat Location Map

Lots 31A and 31B, Crestview Homes Subdivision in the NE ¼ of Section 21,  
T93N, R56W of the 5<sup>th</sup> P.M., in Yankton County, South Dakota



PLAT OF LOTS 31A AND 31B, CRESTVIEW HOMES SUBDIVISION IN THE NE<sup>1</sup>/<sub>4</sub> OF SECTION 21, T93N, R56W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.



**LEGEND**

- SET 5/8" REBAR WITH L.S. CAP  
STAMPED "R.L.S. 5349"
- FOUND 5/8" REBAR WITH L.S. CAP  
STAMPED "R.L.S. 5349"

NOTE:  
BASIS OF BEARING  
BY GPS OBSERVATION

PREPARED BY:  
BRANDT LAND SURVEYING  
1202 WILLOWDALE ROAD  
YANKTON, SD 57078  
(605) 665-8455



**Memorandum #15-240**

**To:** Amy Nelson, City Manager  
**From:** Bradley Moser, Civil Engineer  
**Subject:** Bid Award for the Vehicle Maintenance Garage Standby Generator  
**Date:** September 18, 2015

Northland Engineering has prepared the design and bids have been opened for the Standby Generator – Vehicle Maintenance Garage Project. The scope of the work is to install a generator, with all the necessary appurtenances to ensure continued operation of the maintenance garage, during inclement weather or other emergencies. The base bids received are listed below:

1. Johnson Electric, Yankton, SD \$61,828.15

The low bidder meets the specifications and is \$2,728.15 higher than the Engineer's estimate of \$59,100.00 for the project. The current trend experienced on local construction costs has been an increase of approximately 10%, in the last couple of years. Since the projected cost estimate was completed, for inclusion in the grant application, back in June of 2013, an increase in construction costs could be expected.

The City of Yankton has received a grant to help fund the project. The Hazard Mitigation Grant Program (HMGP), which is administered by the Federal Emergency Management Agency (FEMA), will cover 75% of the estimated cost with the City covering the remaining 25% (\$14,775.00) and any additional expenditures. Thusly, the total responsibility of the City would be \$17,503.15.

Johnson Electric has successfully completed numerous projects locally. Among them are generator installations for a private individual in 2014, the Senior Citizens Center in 2012 and the Gavins Point Fish Hatchery in 2005.

City staff recommends that the bid be awarded to Johnson Electric in the amount of \$61,828.15.

Respectfully submitted,



Bradley Moser  
Civil Engineer

**Recommendation: It is recommended that the City Commission award the contract to Johnson Electric in the amount of \$61,828.15 as explained in Memorandum #15-240.**

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson  
City Manager

cc: Kevin Kuhl

\_\_\_\_ Roll call

## Memorandum #15-242

**To:** City Commission  
**From:** Finance Officer  
**Date:** September 21, 2015  
**Subject:** Memorandum Supporting Resolution #15-59, Authorizing the City Manager to Execute the State Water Plan Application

---

The City of Yankton is pursuing possible funding utilizing SRF sources for the proposed water supply and water treatment projects. The deadline for the application process is January 1, 2016. The next step in this process would be to adopt Resolution #15-59, authorizing the City Manager to execute the State Water Plan Application. John Clem, District III, would assist the City of Yankton with the application.

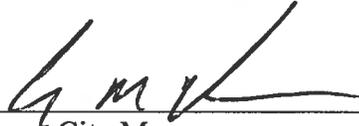
It is recommended that the City Commission adopt Resolution #15-59 authorizing the City Manager to execute the State Water Plan Application.

Thank you,



Al Viereck  
Finance Officer

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



Amy Nelson, City Manager

**RESOLUTION #15-59**  
**AUTHORIZING STATE WATER PLAN APPLICATION**

**WHEREAS**, the City of Yankton has identified the need to address the City's water supply and treatment needs; and

**WHEREAS**, the City of Yankton requests placement on the State Water Plan; and

**WHEREAS**, the City of Yankton is eligible for placement on the State Water Plan; and

**WHEREAS**, with the submission of the State Water Plan application, the City of Yankton assures and certifies that all State Water Plan program requirements will be fulfilled,

**NOW THEREFORE BE IT RESOLVED**, that the Yankton City Commission duly authorizes the submission of this State Water Plan application, and

**BE IT FURTHER RESOLVED**, that the City Manager be authorized to execute the State Water Plan application for the City of Yankton.

**Dated this 28th day of September, 2015.**

**SIGNED:**

\_\_\_\_\_  
David Carda, Mayor

**ATTEST:**

\_\_\_\_\_  
Al Viereck, Finance Officer

**Memorandum #15-245**

**To:** Amy Nelson, City Manager  
**From:** Kyle Goodmanson, Director of Environmental Services  
**Subject:** State Water Facilities Plan – Yankton Wastewater Collection Improvements  
**Date:** September 22, 2015

---

The attached Resolution #15-61 represents the first step in seeking outside funding for the proposed wastewater system improvements. Projects that will require state funding or assistance to acquire federal funding or authorization must be listed on the SWP. Placement of a project on the SWP provides no guarantee for funding nor does it preclude changes in the project by the City Commission.

The east side sewer lift station, force main and collection system improvements will be included for future funding. Projects listed in the proposed 2016 City budget may be included.

As you can see the City has identified significant capital needs for the Wastewater Utility. As part of this identification process City Staff will identify projects and complete estimates for anticipated construction costs.

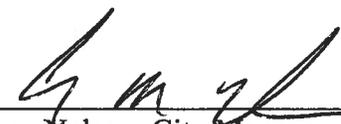
Action to approve Resolution #15-61 would authorize the City Manager to sign and submit a State Water Plan application for the east side sewer lift station, force main and collection system improvements.

Respectfully submitted,

  
Kyle Goodmanson  
Director of Environmental Service

**Recommendation:** It is recommended that the City Commission approve Resolution #15-61 authorizing the City Manager to sign the application for the proposed project to be listed on the State Water Facilities Plan.

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

  
\_\_\_\_\_  
Amy Nelson, City Manager

\_\_\_\_ Roll call

# **RESOLUTION #15-61**

## **STATE WATER PLAN**

**WHEREAS**, the City of Yankton has identified the need to make various improvements to its wastewater collection system, and

**WHEREAS**, the City of Yankton proposes to apply for a place on the State Water Plan in order to meet local needs, and

**WHEREAS**, the City of Yankton is eligible for state assistance for the proposed projects, and

**WHEREAS**, with the submission of the State Water Plan application the City of Yankton assures and certifies that all State Water Plan program requirements will be fulfilled; then

**NOW, THEREFORE BE IT RESOLVED**, that the Yankton City Commission duly authorizes the submission of the State Water Plan application, and

**BE IT FURTHER RESOLVED**, that the City Manager be authorized to execute the State Water Plan application for the City of Yankton.

Adopted: September 26, 2011

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David Carda  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

**Memorandum #15-246**

**To:** Amy Nelson  
**From:** Joe Morrow, Building Official  
**Subject:** Utility Easement for Private Sewer  
**Date:** September 21, 2015

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To manage the placement of a private sewer through a City owned parking lot, the attached documents dedicate a 10 foot sewer easement that will allow the owners of the Modern Body Shop at 212 Douglas to connect to an existing private sewer service.

The existing sewer service for the Modern Body Shop, located at 212 Douglas Avenue, extended under the Hatch furniture building and has recently collapsed and is unable to be repaired. Due to the lack of a sewer main on Douglas Avenue it has been found that an easement is needed to for the installation of a new sewer service.

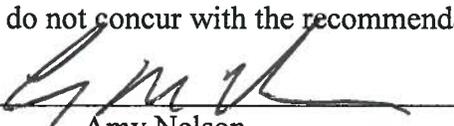
It is recommended that the City of Yankton dedicate a ten foot sewer easement through Lots 4, 5 and 6, Block 2, Lower Yankton as depicted in the attached documents and exhibit.

Respectfully submitted,

  
Joe Morrow  
Building Official

**Recommendation:** It is recommended that the City of Yankton dedicate a ten foot wide sewer easement through Lots 4, 5 and 6, Block 2, Lower Yankton as described in the attached documents and exhibit.

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

  
\_\_\_\_\_  
Amy Nelson  
City Manager

cc: Dave Mingo  
Community Development Director

\_\_\_\_ Roll Call

Prepared by:  
City of Yankton  
416 Walnut  
Yankton, SD 57078  
(605) 668-5251

## **SEWER SERVICE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the **City of Yankton**, South Dakota, a Municipal Corporation, (hereinafter "City"), **Ray Livingston**, President of Modern Body Shop Inc. at 212 Douglas Avenue and the owner of the South Thirty-Two Feet (32') of Lot Three (3), Block Two (2) Lower Yankton, City and County of Yankton (hereinafter "Owner"), and **Darrell Livingston** and **Nancy Livingston** as the owners of the neighboring property located at 201 Capital and described as the West Sixty-Six Feet (W 66') of Lots Twelve (12) and Thirteen (13), Block Two (2), Lower Yankton, City and County of Yankton (hereinafter collectively "Neighbor").

WHEREAS, due to the collapse of an existing sewer line, Owner is in dire need of utility "sewer service" for the benefit of Owner's property with the least cost route traversing property owned by the City.

WHEREAS, the City in its municipal capacity is willing to permit the installation of such utility "sewer service" improvements upon its own property for the benefit of Owner's property only upon the terms of this Agreement.

NOW, THEREFORE, for No (\$0.00) consideration, the City hereby establishes and grants to Owner a ten-foot (10') wide easement for the purpose of installing and maintaining a private utility sewer service pipe for the benefit of Owner's above-described property, over and through only the following legally described real estate owned by the City:

**Lots Four (4), Five (5), and Six (6), Block Two (2) Lower Yankton, City and County of Yankton, South Dakota only in the shaded area delineated for such purposes as depicted in the attached Exhibit –A-;**

(hereafter the "Easement Area").

The Owner, its heirs, successors, or its assigns shall be permitted to enter upon the Easement Area to commence inspection, construction, reconstruction, maintenance,

repairs or alterations of utility sewer service pipes together with all rights of ingress and egress necessary for the full and complete use and occupation of the easement for such purposes. All such sewer services pipes shall conform to City standards at the time of such installation, maintenance and repair. Following all construction, maintenance and repair, Owner shall restore the City's property to its pre-disturbed condition at Owner's sole expense.

However, upon completion of the proposed sewer improvements within the Easement Area, the Owner, its heirs, assignees or successors shall not modify said improvements in any manner without first having the written approval of the City of Yankton, which shall not be unreasonably withheld.

Neighbor agrees to permit Owner to connect to and utilize Neighbor's private sewer service pipes from the connection point in the public alley lying immediately West of Neighbor's property as depicted in the attached Exhibit A to the point of connection with the City's sewer line located within in the 2<sup>nd</sup> Street Right of Way as depicted on the attached exhibit A. Neighbor and Owner agree that City shall have no responsibility for the maintenance or repair of any portion of such private sewer lines.

The Owner recognizes this easement is granted as a courtesy to Owner at a time when Owner immediately and desperately needs utility sewer service. The parties agree that this is not to be considered a permanent solution, and the City may choose to develop the Easement Area in ways that are not compatible with the Owner's easement rights granted herein. As such, Owner, its heirs, successors, or its assigns agree to remove, modify or relocate all of Owner's sewer service pipes installed under this Agreement at Owner's sole expense within sixty (60) days of receiving written demand from the City, its heirs, assigns or successors, at which time this easement shall be extinguished. Furthermore, the easement shall also be extinguished if the sewer service is moved, abandoned or falls into disrepair. Until it is so extinguished, the easement rights granted and obligations undertaken herein shall run with the land be and shall be binding upon and inure to the benefit of the parties' respective heirs, successors and assigns.

IN WITNESS WHEREOF the City has executed this Easement Agreement on the date first written above.

**OWNER:**

\_\_\_\_\_  
**Ray Livingston, President of Modern Body Shop Inc.**

STATE OF SOUTH DAKOTA)  
  :§  
COUNTY OF YANKTON     )

**CITY:**

**City of Yankton**

\_\_\_\_\_  
By: David Carda, Mayor

ATTEST:

\_\_\_\_\_  
Al Viereck, City Finance Officer

STATE OF SOUTH DAKOTA    )  
  )SS  
COUNTY OF YANKTON        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned officer, personally appeared David Carda, known to me to be the Mayor of the City of Yankton, who is described in and being authorized so to do, executed the foregoing instrument for the purpose therein contained and acknowledged to me that he executed the same in his capacity as Mayor.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

3rd STREET

# EXHIBIT -A-

3rd STREET

DOUGLAS AVENUE

CAPITAL STREET

HATCH  
FURNITURE

212 DOUGLAS AVE.  
S 32' LOT 3 BLOCK 2  
LOWER YANKTON

MODERN  
BODY SHOP

10 FOOT WIDE EASEMENT  
FOR A PRIVATE SEWER  
SERVICE

PRIVATE SEWER SERVICE  
TO BE MAINTAINED BY THE  
OWNER OF THE S 32' OF  
LOT 3, BLOCK 2, LOWER  
YANKTON

PRIVATE SEWER SERVICE  
TO BE MAINTAINED BY THE  
OWNER OF THE W 66' LOTS  
12 & 13 BLOCK 2 LOWER  
YANKTON

CITY OWNED  
PARKING LOT  
LOTS 4 THRU 11  
BLOCK 2 LOWER YANKTON

201 CAPITAL ST.  
W 66' LOTS 12 & 13  
BLOCK 2 LOWER  
YANKTON

6 INCH PRIVATE SEWER SERVICE

SEWER MAIN

SEWER MAIN

2nd STREET

NORTH

0 50'

