

CITY OF YANKTON

2015_11_23

COMMISSION MEETING



YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, November 23, 2015

City of Yankton Community Meeting Room

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

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

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of November 9, 2015

Attachment I-2

3. City Manager's Report

Attachment I-3

4. Public Appearances

II. CONSENT ITEMS

1. Establish public hearing for renewal of Alcoholic Beverage Licenses

Establish December 14, 2015, as the date for a public hearing and consideration of the applications for renewal of Alcoholic Beverage Licenses for the 2016 (January 1, 2016, to December 31, 2016) licensing period

Attachment II-1

2. Establish public hearing for sale of alcoholic beverages

Establish December 14, 2015, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, January 9, 2016, from TST, Inc. d/b/a Phinney's Pub & Casino, (John Tuttle, President) Yankton, Yankton, S.D

Attachment II-2

III. OLD BUSINESS

1. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #15-289 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, December 26, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

Attachment III-1

2. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #15-290 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, December 31, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

Attachment III-2

3. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #15-291 regarding the request for a Special Events RETAIL (on-sale) Liquor License for 1 day, December 4, 2015, from Minerva's Grill & Bar, (Janelle Wieseler, Sales & Catering Director) d/b/a Minerva's Grill & Bar, NFAA, 800 Archery Lane, Yankton, South Dakota

Attachment III-3

IV. NEW BUSINESS

1. Parking Restriction – Douglas Avenue from Anna St to 31st Street

Consideration of Memorandum #15-293, regarding Resolution #15-76 regarding Memorandum in Support of Restricting Parking along Douglas Avenue from Anna Street to 31st Street

Attachment IV-1

2. Amendment #2 for Design Services for Water Plant #2

Consideration of Memorandum #15-295, regarding Amendment #2 for Design Services for Water Plant #2

Attachment IV-2

3. Joint Powers Solid Waste / Loan Agreement

Consideration of Memorandum #15-294, and Resolution #15-77 regarding Joint Powers Solid Waste Loan Agreement

Attachment IV-3

4. Downtown Façade Grant Program

Consideration of Memorandum #15-296, regarding Downtown Façade Grant Program

Attachment IV-4

5. Budget Supplement

Memorandum #15-288 supporting first reading of Ordinance #984, the second supplement to the 2015 annual appropriation Ordinance #968, and setting December 14, 2015 as second reading and public hearing of said Ordinance

Attachment IV-5

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

VI. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VII. ADJOURN THE MEETING OF NOVEMBER 23, 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
NOVEMBER 9, 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, Miner, Sommer, and Woerner. City Attorney Den Herder and City Manager Nelson were also present. Absent: None. Quorum present.

Action 15-355

Moved by Commissioner Gross, seconded by Commissioner Woerner, to approve the Minutes of the regular meeting of October 26, 2015, and the Special Study Session meeting of October 26, 2015.

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

Motion adopted.

Action 15-356

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

A T & T-Cell Phone Bill-\$387.50; ABM Equipment Supply LLC-Repair Truck-\$4,390.34; ACE Hardware-Hardware-\$8.98; ACS Government Inf Service-Maint Program Support-\$1,814.52; Allegiant Emergency Svs Inc-Test Cylinders-\$2,235.00; American Public Works Assn-Membership Dues-\$179.00; AMG Occupational Medicine CDL-DOT Drug Tests-\$63.00; Avera Sacred Heart Hospital CDL-DOT DRUG TESTS-\$50.00; Bartlett & West Inc-Lift Station Design-\$129,279.56; Bierschbach Equip & Supply Construction-Tubes-\$253.40; Big Friend Little Friend-1/2 SP Appropriation-\$2,250.00; Bomgaars Inc-Winter Gloves-\$359.70; Brock White Company LLC-Mastic-\$15,708.00; Brosz Engineering Inc-Engineering Services-\$9,657.50; Brown & Saenger-Paper-\$734.22; Buhl's Laundry Cleaners Inc-Uniforms-\$27.79; Cedar Knox Public Power Dist-Elect-Oct-\$1,352.42; Centurylink-Phone-Oct-\$1,651.62; Chesterman Company-Pop-\$213.31; City Of Vermillion-Jt Power Cash Trans-\$38,097.18; City Of Yankton-Central Garage Rubbish-\$35.00; City Of Yankton-Parks Landfill Charges-\$171.90; City Of Yankton-Solid Waste Compacted Garbage-\$10,441.35; City Utilities Water-WW Charges-\$12,006.39; Concrete Material-Concrete-\$459.75; Conkling Dist-Beer-\$653.90; Cornhusker Intl Truck Inc-Air Filter-Washer Fluid-\$283.44; Cox Auto Inc-Fuse-\$4.95; Credit Collection Service Inc-UT Collection-Sept-\$251.68; Crofton Elevator Inc-Pest Control-\$470.00; CSI Software-Computer Program-\$599.00; Dakota Beverage Co Inc-Beer-\$193.75; Dangel/Jeff-Refund-\$76.04; Danko Emergency Equipment-Wrench Set-\$182.70; Dept of Corrections-DOC Work Progrm-\$1,712.33; Dept of Enviromental-2005I-RLA-106-\$9,705.57; Dept of Environment-2005L-RLA-106-2-\$2,304.82; DETCO-Supplies-\$2,132.51; DEX Media East-Phone Book-\$30.28; Diane's Greenhouse-Plants-\$290.66; Downtown Screenprinting-Apparel-\$324.00; Drug Education Press-Ad-\$155.00; Ethanol Products LLC-Carbon Dioxide-\$578.83; Fedex-Postage-\$11.88; Feimer Construction-Watermain-\$124,170.68; Ferdig/Chris-SDML Reimbursement-\$508.85; First Dakota Nat'l Bank Corp-Fire Station Dept Serv-\$142,040.00; First National Bank-Sales Tax Revenue Bonds-\$151,382.50; First National Bank-Ww Refunding Bonds-\$482,193.75; Five Star Tadoo-Deposit Refund-\$148.05; Flannery/Kirt-Officer Stipend-\$25.00; Flint Trading Inc-Supplies-\$2,567.52; Freedom Valu Center Inc-Car Washes-\$91.00; Frick/Adam-Officer Stipend-\$25.00; Frick/Brian-Officer Stipend-\$50.00; Gary's Repair-Tow Vehicle-\$160.00; Geotek Eng & Testing Serv Inc-Earthwork Tests-\$225.00; Gerstner Oil Co-Jet Fuel-\$18,516.50; Graymont Capital Inc-Lime-

\$13,268.31; Haar Co Inc-Riding Mower W/Bagger-\$2,797.00; Hanson Briggs Advertising Inc-Stickers-\$364.40; Hawkins Inc-Chemicals-\$4,913.57; HD Supply Waterworks LTD-Parts-\$1,038.21; HDR Engineering Inc-Collector Well-\$50,273.24; Hedahl's Parts Plus-Filters-\$618.70; Herrboldt Construction-Modify Fire Station Door-\$13,940.84; Ingersoll Rand Company-Air Compressor-\$13,571.80; J&H Care & Cleaning Company-Janitorial Supplies-\$2,795.00; Johnson Electric-Repairs-\$229.59; Johnson Eng Co Inc-Design-15th To Dakota-\$25,000.00; K-Mart Store-Batteries-\$107.72; Kaiser Heating & Cooling Inc- Filters-\$391.74; Kellen & Streit Inc-Sand-\$177.85; Kiesler's Police Supply Inc-Equipment-\$1,212.00; Kimball-Midwest-Supplies-\$102.58; Klein's Tree Service-Tree Stump Removal-\$650.00; L & L Motors Inc- Parts-\$70.00; Language Line Services-Interpretation Fee-\$31.58; Larry's Plumbing Service-Roof Top Furnace-\$4,472.19; Lewis & Clark Bhs-1/2 Sp Approp-\$10,000.00; Lewis & Clark Theatre Co-1/2 Sp Approp-\$1,250.00; Locators & Supplies Inc-Signs-\$1,712.95; Long's Propane Inc-Propane-\$65.00; Luken Memorials Inc-Monument-\$625.00; Mailfinance-Postage-\$576.00; Mayer Signs-Signs-\$1,040.00; Mcgrath North Mullin & Kratz-Professional Services-\$5,507.35; Mclaury Flannery Eng Inc-Hwy 50 Utility Reconst-\$10,610.75; Menards-Lumber-\$357.33; Meyer Inc-Wood Fiber-\$7,045.00 Midamerican Energy-Fuel-Oct-\$1,524.69; Midamerican Energy-Water/WW Fuel-\$725.31; Midwest Striping-Vehicle Lights-\$274.82; Midwest Tape-Audio Books-\$565.85; Minerva's-Refund-\$5.00; Moser/Brad-Officer Stipend-October-\$25.00; Motor Vehicle Dept SD-Title/Registration-\$55.00; Mr Golf Car Inc-Tournament Carts-\$150.00; MW Automotive Services-Vehicle Tow-\$160.00; NB Golf Cars Inc-Golf Car Repairs-\$461.08; Nelson/Amy-Travel Reimbursement-\$25.00; Northwestern Energy Elect-Oct-\$47,171.80; Observer-Advertisement-\$144.00; Olson's Pest Technicians Inc-Pest Control-\$198.00; Petroleum Traders Corp-Diesel Fuel-\$7,499.90; Police Chiefs' Assn-Sgt Testing-\$625.00; Postmaster-Box Fee-\$88.00; Postmaster-Postage Permit Fee-\$225.00; Press Dakota Mstar Solutions-Classified Ad-\$2,433.32; Printing Specialists-Time Cards-\$148.11; Pro Auto-Vehicle Tow-\$45.00; Racom Corporation-EDACS Access-\$1,475.46; Rasmussen Mechanical Service-Boiler Pump Repairs-\$1,667.20; Reinhart Foods Inc-Entrees-\$871.59; Ricoh Usa-Printer-\$361.96; Rileighs Outdoor Décor-Christmas Decorations-\$30,339.20; Riverfront Holdings LLC-Reimburse-Sidewalk-\$126.26; Rose Equipment-Parts-\$419.16; Sanitation Products Inc-Chain/Bearings-\$902.50; SD State Poetry Society-Subscription-\$35.00; SDML Workers Compensation Fund-Work Comp Renewal-\$150,992.00; SDSA Systems MS-Open License-\$6,416.04; Slowey Construction Inc-Watermain-\$1,841.25; South Dakota One Call-Message Fees-\$221.55; Stern Oil Co Inc-Fuel-\$17,285.12; Superior Tech Products-Fertilizer-\$2,718.00; T & R Contracting Inc-Douglas/Wilson Rd-\$314,215.82; Terry's Repair-Packer Repairs-\$590.81; Thomson Reuters-West-Local Govt Law-\$487.00; Tippman Industrial Products-Part-\$14.63; TMA-Tires-\$1,025.18; Tom's Electric-Motion Detector Repairs-\$114.75; Total Maintenance Systems Inc-Floor Coatings-\$4,255.11; Traffic Control Corp-Battery Backup-\$6,145.00; Truck Trailer Sales Inc-Trailer-\$4,200.00; Turfwerks-Parts-\$42.04; US Post Office-Util-Utility Postage-Oct-2015-\$1,500.00; United Parcel Service, Inc-Postage-Oct-\$176.35; United States Postal Service-Postage Meter-October-\$925.00; Vision Technology Solutions-Project Payment-\$5,295.00; Wage Works-Flex Serv Fee-Sept-\$85.00; Walt's Homestyle Foods Inc-Entrees-\$99.00; Water & Env Eng Research Ctr-TOC Testing-\$122.00; Welfl Construction Corp-Collector Well-\$243,155.10; Wholesale Supply Inc-Soft Drinks-\$1,126.85; Woehl/Toby-Officer Stipend-October-\$25.00; Woods Fuller Shultz & Smith PC-Professional Services-\$180.00; Xerox Corporation-Copier Lease-\$409.20; Xerox Corporation-Copier Lease-\$1,785.54; Yaggie's Inc- Fertilizer/Grass Seed-\$1,617.00; Yankton Area Arts Assn-1/2 SP Approp-\$2,500.00; Yankton Area Convention-\$1/4 Sp Appropriation-\$96,332.50; Yankton Medical Clinic-Employment Exam-\$340.50; Yankton Police Department-Petty Cash-\$28.54; Yankton Vol Fire Department-Sept/Oct Calls-\$3,000.00; Zep Manufacturing Co-Cleaning Supplies-\$873.32; Ziegler/William-Officer Stipend-Oct-\$50.00; A & B Business Inc-Copier/Printer Maintenanc-\$365.40;

Accucut-Office Supplies-\$17.50; ACE Hardware-Shop Supplies-\$773.94; Acushnet Company-Merchandise-\$9,219.97; Alice Training Inst-Training-\$595.00; Amazon Mktplace Pmts-Floor Repairs-\$1,313.71; Amazon.Com-Boots-\$138.48; Amazon.Com-Boots-\$116.44; Animal Health Clinic-Shelter Supplies-\$26.18; Apl Itunes.Com-Supplies-\$10.59; Appeara-Towels-\$395.87; Arbor Day Foundation-Membership Dues-\$40.00; Arbys-Travel Expense-\$6.84; AT&T Bill Payment-AT&T Mobility-\$314.32; AWWA.Org-Tour Booklets-\$161.50; Baker-Taylor-Books-\$5,735.96; Best Western Hotels-Conference-Lodging-\$1,231.40; Blarney Stone Pub-Travel Expense-\$31.98; Boller Printing-Office Supplies-\$89.50; Bomgaars- Yankton Wheel Charger-\$1,485.94; Bow Creek Metal Inc-Parts-\$90.00; Brownells Inc-Weapon Parts-\$164.27; Burger King-DOC Work Program-\$34.73; Bushnell Optics-Merchandise-\$1,884.68; Cambria Suites-Travel-Lodging-\$165.10; Cambria Suites Restaurant-Travel Expense-\$15.98; Center Point-Books-\$257.64; Clark-Travel Fuel-\$51.58; Clarks Rentals-Custom Rental-\$309.64; Cleveland Golf-Golf Equipment-\$1,004.91; Coffee Cup-Travel Expense-\$52.00; Cox Auto Supply-Equipment Repair-\$207.07; Consumer Reports-Magazine Subscription-\$26.00; Crescent Electric-Lamps/Photo Eyes-\$1,852.69; Davidson Titles Inc-Books-\$1,988.48; Dayhuff Enterprises-Janitorial Supplies-\$296.17; Demco Inc-Office Supplies-\$271.81; Detco Industries-Janitorial-\$868.17; Displays2gocom-Literature Stand-\$222.42; Doltree-Program Supplies-\$9.00; Dunhams-Rec Supplies-\$21.99; DX Service-Salt-\$1,806.29; Echo Electric-Supply Power Supply-\$230.41; Efactor Inc-GBT Sensor-\$309.29; Ehresmann Engineering-Pipe-\$54.00; Embroidery & Screen Works-Uniform Shirts-\$260.50; Envision Ware-Software-\$2,827.05; F+WP-Old Cars Price Guide-Magazine Subscription-\$28.98; Fastenal Company-Bolts-\$74.57; Good Housekeeping-Magazine Subscription-\$7.97; Graham Tire-Tires-\$868.92; Grey House Publishing-Professional Book-\$228.50; Grill Concepts-Meeting-\$25.43; Hampton Inn And Suites-Municipal League-\$707.00; Hard Drive Central-Printer Contract-\$77.13; Hardee's Travel Meal-\$20.08; Hardscapes-Mulch-\$348.05; Aviation Week-Magazine Subscription-\$103.00; Hedahls-Batteries-\$1,024.38; Hy-Vee-Gatorade-\$735.85; Kinetico Of Siouxland-Repairs-\$356.40; Nursery Wholesaler-Plants-\$359.65; Independence Waste-Rentals-\$381.57; Industrialairpower-Drains-\$357.91; Battery Exchange-Batteries-\$29.95; Jack's Uniforms-Uniforms-\$892.62; JCL Solutions-Cleaning Supplies-\$1,223.24; Jimmy Johns-Travel Meals-\$17.70; Jimmy Johns-Meeting-\$18.41; Kaiser Refrigeration-Floor Repairs-\$314.41; KMart-Supplies-\$24.98; Lakeshore Learning Mat-Program Supplies-\$301.93; Larry's Plumbing Serv-Park Supplies-\$14.00; Learning Opportunities-Books-\$2,052.56; Lee Newspaper Subscrip-Newspaper Subscription-\$402.62; Library Journals Magazine-Subscription-\$81.99; Mark's Machinery Inc-Mower Repair-\$521.89; Mcdonald's-Travel Expense-\$6.41; Mcdonald's-DOC Work Program-\$22.06; Mead Lumber-Park Repair-\$160.77; Medtox Diagnostic Inc-Part-\$542.82; Menards-Cabinet/Counter Top-\$606.01; Menards-Door-\$560.17; Minervas Grill And Bar-Professional Services-\$160.81; Msft-Software-\$66.25; Msft-Software-\$66.25; NBS Calibrations-A&D Balance Repair-\$642.00; Nexbelt LLC-Postage-\$17.90; Natrl History Mag-Magazine Subscriptoin-\$28.00; Northtown Automotive-Garage Parts-\$447.58; NPI/RAM-Mounts/Base Plate Tablet Mount-\$154.59; Office Elements Group-Office Supplies-\$140.50; Olive Garden-Travel Expense-\$35.49; Omaha World Herald-Newspaper Subscription-\$311.48; One Stop QPS-Municipal League Travel-\$29.13; Oreilly Auto-Alternator-\$467.50; Oriental Trading Co-Program Supplies-\$260.24; Overdrive Dist-Downloadable Books-\$729.06; Paypal-Office Supply-\$145.00; Paypal-Gym Floor Tape-\$337.40; Paypal Officedepot-Cabinets-\$286.18; PBI-Leased Equipment Mailstation Rental-\$136.00; Postage Refill-Mailstation Postage Refi-\$100.00; Prairie Stop-Fuel-\$35.88; Printco Graphics-Promotional-\$310.00; Provantage LLC-Computer Monitor-\$197.50; Push Pedal Pull Corp-Equipment Maintenance-\$275.00; Quill Corporation-Office Supplies-\$221.42; Radco Sioux Falls-Topper And Installation-\$2,666.70; Booksontape.Com-Audio Books-\$276.75; Rhombus Guys-Travel Expense-\$13.40; Riverside Hydraulics-Rebuild Cyclinder-\$972.35; Royal Sport Shop-Office Supplies-\$49.00; Sanitation

Products-Broom Link Assy-\$1,041.57; Severn Trent-Water Pure/Generator Parts-\$679.51; Sf Regional Airport-Meeting-\$40.00; Sharp Automotive-Vehicle Repairs-\$96.79; Sheraton Seattle Hotel-Meeting-\$1,151.19; Sherwin Williams-Paint-\$288.51; Shur-Co Outlet Service-Garage Parts-\$79.62; Sioux City Newspapers-Advertising-\$816.50; Sprint Aquatics-Merchandise-\$114.00; Signs By Design-Signs-\$381.96; Twist Of Pine-Professional Services-\$59.30; Willa B's Bistro-Staff Appreciation-\$30.00; St Lukes Cafeteria-Travel Expense-\$12.25; Stan Houston Equip Co-Calibration Gas-\$331.42; Sturdevants-Seal-\$31.42; Subway-Doc Work Program-\$33.01; Syds Eastside Auto Salv-Sway Bar-\$99.83; Syntron Material-Equipment-\$65.27; The Progressive Magazine-Subscription-\$13.97; TMA-Battery-\$804.00; Tractor Supply Co-Supplies-\$82.81; Truck Trailer Sales-Air Tanks-\$1,182.10; U Of M-Minitex Scanner-\$164.00; Ultra Max-Ammunition-\$1,596.00; UPS-Postage-\$42.54; Upstart/Edupress-Office Supplies-\$20.95; USA Blue Book-Equipment-\$91.53; Viddler Inc-Office Supplies-\$29.96; Vistaprint.Com-Printing-\$14.98; VWR International Inc-Sulfuric Acid-\$343.10; Vzwrllss-Prepaid Pymnt-Phone Expense-\$37.80; Wal-Mart-Prizes/Open House-\$576.13; Walmart.Com-Office Supplies-\$159.81; Western Office Product-Toner-\$829.58; Wholesale Supply Co-Gatorade-\$74.70; WM Supercenter-Office Supplies-\$299.43; Wilson Sptg Gds-Golf Equipment-\$2,876.50; WW Grainger-Office Supplies-\$222.63; WWW.Industrialstores.C-Motor-\$406.04; WWW.NewEgg.Com-Computer-\$199.99; Yankton Medical Clinic-Firefighter Physicals-\$1,234.50; Yankton Winnelson Co-Shop Supplies-\$258.05; AFSCME Council 65-Employee Deductions-\$1,369.18; American Family Life Corp-Cancer & ICU Premiums-\$6,324.46; Ankeny Construction-Hwy 81-31st/Wilson-\$5,164.50; Assurant Employee Benefits-Vision Ins-November-\$1,102.90; Connections Inc-EAP Insurance - October-\$274.82; D & G Concrete Const- 5th Street Recon-\$12,361.37; Delta Dental-Dental Insurance-Nov-\$7,084.52; Dept of Social Services-Employee Deductions-\$1,835.00; First Natl Bank South Dakota-Employee Deductions-\$2,589.44; Heine/Tyler-Conference-\$240.00; ICMA Retirement Trust #457-Employee Deductions-\$2,783.86; Masonry Components Inc-Park-3rd to 4th-\$43,703.35; Miller/Alcinda-Reimburse-Assessment-\$69.30; Minnesota Life Insurance Co-Life Ins-November-\$693.27; Murguia/Javier-Conference-\$195.00; Nelson/Amy-Travel Expense-\$400.00; Northtown Automotive-Pickup-\$33,580.42; Postmaster-Tree Trimming Postage-\$1,670.23; Retirement SD-SD Retirement-Oct-\$64,134.42; SD Public Assurance Alliance-Pro/Liability Insurance-\$516.60; SDSRP-Employee Deductions-\$4,480.00; Summit Activity Center-Employee Deductions-\$844.60; United Way-Employee Deductions-\$70.00; Vast Broadband-Internet Services-\$3,517.17; Wellmark Blue Cross-Health Ins-November-\$88,530.94; Yankton Area Prog Growth-Sales Tax Reimburse-\$4,192.88; Yankton Harvest Halloween-Halloween Festival-\$3,310.00.

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

Motion adopted.

SALARIES-OCTOBER 2015:

Administration-\$28,372.33; Finance-\$29,886.63; Community Development-\$18,336.61; Police-\$142,532.42; Fire-\$10,821.46; Engineering-\$41,669.40; Street-\$41,936.18; Snow & Ice-\$43.12; Traffic Control-\$1,760.31; Library-\$28,790.08; Parks/SAC-\$50,257.34; Marne Creek-\$3,484.95; Water-\$36,405.26; Wastewater-\$33,000.89; Cemetery-\$3,349.26; Solid Waste-\$19,112.59; Landfill-\$15,303.26; Golf Course-\$17,296.85; Central Garage-\$6,603.09.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Harley Alvarez-\$8.50 hr.-Rec. Division; Amy Miner-\$424.44 mo.-Commission; Roy Reichle-\$11.50 hr.-Rec. Division; Paige Schuurmans-\$8.50 hr.-Rec. Division.

Status Change: Benjamin Jensen-\$9.25 hr.-from Parks Division to Rec Division.

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

Andy Bernato, from Sertoma Baseball, was present to pass out a handout on a proposed Sertoma North Fields Synthetic Turf Project.

Action 15-357

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

1. Establishing public hearing for sale of alcoholic beverages
Establish November 23, 2015, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers for one day, December 26, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
2. Establishing public hearing for sale of alcoholic beverages
Establish November 23, 2015 as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, December 31, 2015, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
3. Establishing public hearing for sale of alcoholic beverages
Establish November 23, 2015, as the date for the public hearing on the request for a Special Events RETAIL (on-sale) Liquor License for one day, December 4, 2015, from Minerva's Grill & Bar (Janelle Wieseler, Sales and Catering Director) dba Minerva's Grill & Bar, NFAA, 800 Archery Lane, Yankton, South Dakota.
4. Establishing public hearing for sale of alcoholic beverages
Establish November 23, 2015, as the date for the public hearing on the request for a Special Events RETAIL (on-sale) Liquor License for one day, December 1, 2015, from Minerva's Grill & Bar (Janelle Wieseler, Sales and Catering Director) dba Minerva's Grill & Bar, Dakota Territorial Museum, Mead Building, Yankton, South Dakota.

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

Action 15-358

This was the time and place for the public hearing on Resolution 15-62 approving the special assessment roll for removal of noxious vegetation and abatement. No one present to speak for against adoption of Resolution 15-62. Moved by Commissioner Gross, seconded by Commissioner Woerner, to adopt Resolution 15-62. (Memorandum 15-283)

RESOLUTION 15-62

A RESOLUTION APPROVING THE 2015 SPECIAL ASSESSMENT ROLL FOR THE DESTRUCTION OF NOXIOUS VEGETATION AND NUISANCE ABATEMENT

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

SECTION 1. That the special assessment roll for the assessment of the property assessable for the destruction of noxious vegetation in the City of Yankton, South Dakota, is hereby approved and

the assessments as set out in said special assessment roll approved this date are hereby levied against such property upon filing of said special assessment roll in the office of the City Finance Officer.

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

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

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

Action 15-359

This was the time and place for the public hearing on the application for transfer of location of a Package (off-sale) Liquor License for January 1, 2015, to December 31, 2015, from Annis Properties, Inc. dba Patriot Express, (Kevin Annis, President) 2217 Broadway to Annis Properties, Inc. dba Patriot Express 02, (Kevin Annis, President) 100 E 4th Street, Yankton, South Dakota. No one was present to speak for or against approval of the license application. (Memorandum 15-277) Moved by Commissioner Johnson, seconded by Commissioner Gross, to approve the license application.

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

Action 15-360

This was the time and place for the public hearing on the application for a New Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from Coraima's LLC., dba Coraima's Mexican Store, (Edras Chua, Partner) 401 Picotte Street, Yankton, South Dakota. (Memorandum 15-278) No one was present to speak for or against approval of the license application. Moved by Commissioner Woerner, seconded by Commissioner Sommer, to approve the license.

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

Action 15-361

This was the time and place for the public hearing on the application for transfer of ownership and location of a Retail (on-off sale) Malt Beverage License for July 1, 2015, to June 30, 2016, from CCC II dba Custom Computer II, (Michael Kabeiseman, Treasurer) 2217 Broadway to Diggers, Inc., dba Smokey Hollow, (Larry Olson, President) 2020 Elm Street, Suite C, Yankton, South Dakota. (Memorandum 15-280) No one was present to speak for or against approval of the license application. Moved by Commissioner Gross, seconded by Commissioner Johnson, to approve the license.

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

Action 15-362

This was the time and place for the public hearing on the application for a Special (on-sale) Wine Retailers License for one day, November 16, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota. (Memorandum 15-281) No one was present to

speak for or against approval of the license application. Moved by Commissioner Johnson, seconded by Commissioner Sommer, to approve the license.

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

Motion adopted.

Action 15-363

This was the time and place for the second reading and public hearing for Ordinance No. 983, AN ORDINANCE AMENDING ANIMAL CONTROL REGULATIONS WITHIN THE CITY OF YANKTON. No one was present to speak for or against adoption of the ordinance. Moved by Commissioner Johnson, seconded by Commissioner Ferdig, to adopt Ordinance No. 983.

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

Motion adopted.

Action 15-364

Moved by Commissioner Gross, seconded by Commissioner Woerner, to approve Change Order No. 1, an increase of \$6,352.15 for a new contract total of \$35,558.80, from Dakota Traffic Services, LLC, for the 2015 Durable Pavement Marking Installation Project; to accept the project as complete; and to authorize the City Finance Officer to issue a manual check in the amount of \$35,558.80 to Dakota Traffic, LLC, Tea, South Dakota, as final payment for the project.

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

Motion adopted.

Action 15-365

Moved by Commissioner Woerner, seconded by Commissioner Johnson, to approve the purchase of a 2016 Elgin Pelican Street Sweeper from Sanitation Products, Inc., Sioux Falls, South Dakota, for the Department of Public Works, for a cost of \$180,184.00 under the Joint Powers National Alliance bid contract. (Memorandum 15-284)

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

Motion adopted.

Action 15-366

Moved by Commissioner Gross, seconded by Commissioner Johnson, to adopt Resolution 15-74. (Memorandum 15-286)

RESOLUTION 15-74

Conditional Use

WHEREAS, Hacecky Rentals, LLC, is the owner of the North 124 feet of Outlot D, Moderegger's Outlots, City and County of Yankton, South Dakota, located at 813 Ferdig Avenue, 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.

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.

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

Action 15-367

Moved by Commissioner Gross, seconded by Commissioner Woerner, to adopt Resolution 15-75. (Memorandum 15-287)

RESOLUTION 15-75
Permissive Use of Right-of-Way

WHEREAS, Spady Real Estate LLC (Lewis & Clark Ford) owns property adjacent to the Capital Street Right-of-Way (ROW) at 316 Capital Street, and

WHEREAS, Mr. Phil Spady, Managing Owner of Spady Real Estate LLC has requested permission to occupy the public ROW for the purpose of constructing an accessibility ramp with an access point as described by the attached drawing, and

WHEREAS, the applicant understands that the described accessibility ramp will occupy the ROW at the applicant’s risk and the City or other approved occupants of the ROW are not responsible for maintenance, adjustments or repairs to the ramp resulting from use of the ROW for public purposes and,

WHEREAS, the owner, their heirs, assignees or successors shall not modify said ramp in any manner without first having the written approval of the Yankton City Commission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the permissive use of ROW at the described location in the manner shown on the attachments to this resolution.

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

Action 15-368

Moved by Commissioner Woerner, seconded by Commissioner Sommer, to approve the 2016 Lease Agreement between the City of Yankton and the Yankton Area Senior Citizens Center, Inc. (Memorandum 15-285)

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

Action 15-369

Moved by Commissioner Woerner, seconded by Commissioner Sommer, to adjourn into Executive Session at 7:31 p.m., to discuss Proposed Contractual Matters under SDCL 1-25-2.

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

Motion adopted.

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

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

Action 15-370

Moved by Commissioner Woerner, seconded by Commissioner Ferdig, to adjourn at 8:10 p.m.

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

Motion adopted.

David Carda
Mayor

ATTEST:

Al Viereck
Finance Officer

Published November 20, 2015



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 50, NUMBER 22

Commission Information Memorandum

The Yankton City Commission meeting on Monday, November 23, 2015, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community Development Update

The Planning Commission met for the first time in their role as the Storm Water Advisory Committee. Staff provided a general orientation about the City of Yankton's storm water management program. Topics included storm water pollution prevention measures in commercial and residential zones, best management practices, and educational outreach programs including a storm water inlet marking program. Common storm water pollutants were discussed along with measures to reduce the amount and impact of those materials.

2) Human Resources

The following employees will be recognized for their years of service on December 11, 2015. Those individuals who will be receiving service awards are:

15 years of service: Dean Larson (Police), Marv Steffen (Central Garage), Lisa Brasel (Animal Control)
20 years of service: Greg Shoberg (Police), Dan Mason (Water), Brad Moser (Engineering), Mike Burgeson (Police), Mike Feilmeier (Transfer Station)
25 years of service: Joan Lammers (Finance)
30 years of service: Laurie Lockwood (Finance)
35 years of service: Donna Steinbach (Police)

Congratulations to all of these individuals.

The Emergency Management Agency credentialing ID cards have been printed and are being distributed to City departments. This credentialing ensures and validates the identity and skills of the individual. The cards state the organization name, picture of the individual, agency logo, issue and expiration date, a qualifications field, and personnel barcode. Access to a disaster is limited to only personnel who have been credentialed and authorized. Personnel that arrive at a check in and have not been credentialed/authorized could be turned away.

3) Information Services

Nearly all of the City website's existing content has been migrated to the new site. The last steps prior to going live, including proofing and the addition of new content features. New items include public documents, economic development - featuring development sites, staff directory, eNotification, service

requests and many other new additions to the site. We are looking forward to the launch of the City's new website before the end of the year.

4) Parks and Recreation Department Update

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

5) Finance Department Update

November 19, 2015 marks the one year anniversary of the implementation of the Payment Service Network (PSN) online service for utility payments. We currently have 301 registered utility customers on the service. PSN allows customers to pay their utility bills online with a credit card or check, by phone, or in the office using a credit card. Registered customers may also register to access their utility bill electronically and opt out of a paper bill. They receive a monthly email notification once bills are generated for the month.

Please see the enclosed Monthly Finance Report and the October Revenues and Expenditures Report.

6) Library Update

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

7) Public Services Department Update

Water main plans and specifications, for the 15th Street project, from West City Limits Road to Dakota Street, and the Douglas Avenue project, from Anna Street to 31st Street, were submitted for review, to the South Dakota Department of Natural Resources (SDDENR) the week of November 16. The expectation is to have the plans and specifications for both projects finalized and ready for bidding in January. Included in the packet, are sample ads for each project.

The concrete base for the Street Shop generator has been installed. Once the generator is received, the contractor will set the unit and complete the electrical and gas connections.

Street Department crews have closed the 8th Street and 11th Street rail road crossings. With the street closures complete, Burlington Northern & Santa Fe Railway Co. will remove the rail crossing timbers.

Public Works staff continue to work with Brosz Engineering on preparing preliminary engineering plans for the Pine Street and Cedar Street bridges. The Bridge Improvement Grant (BIG) requirements for rehabilitation and reconstruction projects have been provided by the South Dakota Department of Transportation. Brosz Engineering will be authorized to complete the engineering feasibility design work to address the grant application requirements. It is planned that the Pine Street Bridge replacement project and the Cedar Street Bridge rehabilitation project will be submitted for South Dakota 2016 BIG funding in January.

Banner Associates has been working with Public Works staff on the transfer station entrance reconfiguration and scale replacement project. The design process is on schedule for a January 2016 bid letting.

8) Fire Department

The fire department started utilizing the Knox Box key box system in 1998. In 2013, a city ordinance was adopted that required all new commercial, fire sprinkled and alarmed buildings and multifamily residential buildings to install the boxes, at the owners expense. The system has been well received with over 110 boxes in service today. The boxes are credited with several building entries with no damage to doors including entries for suspected fires in apartments and victims from falls, etc.

Construction continues for the fire museum at station #2. Volunteers worked the weekend of November 14 and 15 to construct walls so a local contractor can donate his time and equipment to install the roof rafters and sheeting. The goal is to get the building enclosed, prior to winter weather, so the interior work can begin. Donations are still being sought for materials, and several contractors are donating their time to construct several phases of the project such as concrete installation, wiring, interior wall finish, floor heating and LED lights. At this point, all construction materials have been purchased locally.

The new ladder truck has arrived in Yankton. Two nights of apparatus training, conducted by a factory consultant, were held with volunteer firefighters on November 16 and 17. Additional training will be held over the next two weeks with the truck going into service approximately December 1. At that time, the current ladder truck will be released to Huron, SD. Commissioners are encouraged to contact Chief Kurtenbach if they wish to take an up-close and personal look at the new truck.

9) Environmental Services Department

The collection staff is taking advantage of the fall weather to televise and inspect new and existing sanitary sewer infrastructure. Televising gives City staff a tool to inspect new sewer before final acceptance of projects.

The new flusher truck arrived on Wednesday. Staff spent two days with the manufacturing representative training on the new equipment.

Feimer Construction continues to move forward with the raw water line. The water line is installed from the Marne Creek crossing to the water plant. The road construction portion is completed up to Douglas Street. The final block of the concrete road will be completed as soon as weather permits.

Welfl Construction completed the floor of the collector well pump house. The next phase will be completing the buttresses for the pump house. Completion of the collector well is expected in late spring.

10) Monthly reports

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

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

Sincerely,

Amy Nelson
City Manager

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st - half of November information:

Fitness Classes-	
Early Bird Boot Camp class	27 participants
Power Abs	58 participants
Prime Time Senior class	31 participants
Tabata class	37 participants
Tiny Tots Play Club	Closed for the season
Water aerobics	161 participants
Work-Out Express class	88 participants
Yoga classes	74 participants
Zumba class	49 participants

Rentals-

o Birthday rentals-	9 parties
o SAC courts-	4 hours
o Theater-	32 hours
o Meeting rooms-	1 hours
o City Hall courts-	11.5 hours
o Capital Building-	1 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rental

SAC members-	2,140 people
SAC memberships-	892
SAC attendance-	2,945 visits
New members-	43 people

Monday, November 2- Tiny Tots Play Club started. Monday- Friday 9:00am – 11:00am gym time.

Friday, November 6- Adult Men's Volleyball League registrations due. 11 teams.

Wednesday, November 11- No School Special. 37 paid participants. Members free.

Saturday, November 14- Yankton Swim Team meet at the SAC Pool.

The Parks and Recreation Department received notice that it will be awarded one of the \$10,000 Wellmark Foundation grants for the play area in Riverside Park.

Todd will be meeting with Yankton School District personnel and school board members on Wednesday, December 16, along with youth softball representatives and some Parks Advisory Board members to discuss the expansion of softball fields at the SAC property. There are private donors interested in expanding the softball complex at the SAC property.

Todd is working on the 2016 Ribfest event. Saturday, June 4, 2016. The event is going to expand and have music, food, and beer on Friday evening also.

PARKS

Todd and Jim Snook met with Andy Bernatow and Pat Slowey to begin the work of removing agri-lime and dirt from the infields at the two north Sertoma Baseball fields. Artificial turf will be installed on the two infields prior to the 2016 summer baseball season.

The Parks staff have installed two National Park Service informational signs at the entrance to the lower level of the Meridian Bridge and two on the lower level of the bridge. The Parks staff also installed nine benches in Bridge Plaza.

Todd and Jim Snook worked with the Fountain People representative and now have the LED lights at Plaza Spray Jets working properly.

The work items remaining for Phase II of the Plaza include planting of flowers in coreten steel planters, installing stainless steel backslashes behind the planters, and relocating six Riverwalk Sculptures to the plaza area.

The Parks Staff is working with a contractor to have sidewalk installed along the north side of 19th Street at Sertoma Park.

The City has hung all the Christmas Decorations and Banners for the 2015 holiday season. The new snowflake banners have been hung on the Broadway poles north of 8th Street. The sprays and bows have been hung on the five intersections on 3rd Street. New lighted garland and bows were hung on Broadway starting at the Discovery Bridge and heading north to 8th Street.

GOLF

A proposal for the 2016 golf rates adjustment will be before the commission on December 14.

FINANCE MONTHLY REPORT

Activity	OCT 2015	OCT 2014	OCT 2015 YTD	OCT 2014 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	66,861	50,624	601,216	548,221
Water Billed	\$480,441.52	\$375,651.19	\$4,406,178.82	\$3,965,166.16
Basic Water Fee/Rate per 1000 gal.	\$15.45/\$5.08	\$15.00/\$4.93		
Number of Accounts Billed	5,415	5,366	52,757	52,541
Number of Bills Mailed	5,415	5,366	52,757	52,541
Total Meters Read	5,546	5,552	55,700	55,373
Meter Changes/pulled	2	4	35	425
Total Days Meter Reading	1	1	10	14
Misreads found prior to billing	-	-	-	-
Customers requesting Rereads	-	-	-	3
Sewer				
Sewer Billed	\$284,705.93	\$254,379.94	\$2,707,381.26	\$2,538,858.36
Basic Sewer Fee/Rate per 1000 gal.	\$8.37/\$5.06	\$7.97/\$4.82		
Solid Waste				
Solid Waste Billed	\$77,841.32	\$75,217.91	\$774,402.51	\$748,840.50
Basic Solid Waste Fee	\$16.63	\$16.15		
Total Utility Billing:	\$842,988.77	\$705,249.04	\$7,887,962.59	\$7,252,865.02
Adjustment Total:	(\$132.26)	(\$60.00)	(\$3,395.98)	(\$7,079.68)
Misread Adjustments	\$0.00	\$0.00	(\$55.86)	(\$58.95)
Other Adjustments	\$17.74	\$10.00	(\$1,550.12)	(\$6,100.73)
Penalty Adjustments OFF	(\$170.00)	(\$90.00)	(\$1,970.00)	(\$1,040.00)
Penalty Adjustments ON	\$20.00	\$20.00	\$180.00	\$120.00
New Accounts/Connects	56	67	867	793
Accounts Finaled/Disconnects	109	136	582	656
New Accounts Set up	4	4	39	21
Delinquent Notices	366	371	3,888	3,986
Doorknockers	156	143	4,933	1,385
Delinquent Call List	49	64	885	672
Notice of Termination Letters	12	8	167	133
Shut-off for Non-payment	4	4	60	51
Delinquent Notice Penalties	\$3,660.00	\$3,710.00	\$38,880.00	\$39,860.00
Doorknocker Penalties	\$1,560.00	\$1,430.00	\$14,110.00	\$13,850.00
Other Office Functions:				
Interest Income	\$6,778.62	\$4,817.01	\$67,122.49	\$45,614.14
Interest Rate-Checking Account	0.45%	0.26%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	164	174		
Payments Issued to Vendors	\$ 1,626,380.61	\$ 1,457,123.62	\$ 21,352,189.12	\$ 13,041,531.87
# of Employees on Payroll	214	210		
Monthly Payroll	\$ 375,136.66	\$ 360,734.18	\$ 4,391,045.29	\$ 4,144,411.85

	01Oct2015 31Oct2015	01Oct2014 31Oct2014	YTD 2015	YTD 2014
101 General Fund				
Revenues	754,463.35	619,693.41	8,314,779.07	8,120,885.60
Expenditures	614,366.70	631,673.81	7,007,298.50	6,412,882.01
201 Parks				
Revenues	1,180.62	2,348.75	11,333.71	11,498.76
Expenditures	73,053.89	122,255.19	811,908.43	739,344.82
202 Memorial Pool				
Revenues	16.03	19,522.23	31,824.25	49,438.05
Expenditures	4,622.14	5,948.77	179,724.61	169,491.20
203 Summit Activity Center				
Revenues	32,789.86	15,153.97	389,829.40	365,954.21
Expenditures	41,940.94	32,607.66	524,635.70	496,971.98
204 Marne Creek				
Revenues	47.35	32.27	379.87	75.94
Expenditures	5,333.46	21,535.57	69,623.47	83,462.06
205 Casualty Reserve				
Revenues	21.56	12.36	178.96	129.19
Expenditures				
207 Bridge and Street				
Revenues	54.95	27.94	11,135.79	10,972.50
Expenditures			4.95	3,064.40
211 Lodging Sales Tax				
Revenues	55,247.14	51,221.07	460,367.47	454,352.07
Expenditures	3,310.00		278,492.54	238,545.63
241 Infrastructure Improvement				
Revenue	8.44	6.51	26,410.52	33,325.08
Expenditures				
501-504 Improvements/Capital				
Revenues		468.12	254,845.08	41,506.49
Expenditures		19,861.61	566,242.64	88,426.37
506 Special Capital Improvements				
Revenues	309,541.68	296,455.75	3,260,317.66	2,674,929.15
Expenditures	322,206.50	399,825.48	1,347,841.93	2,030,174.09
509 TID #2 Morgan Square				
Revenues			28,343.79	28,878.80
Expenditures			28,343.79	28,878.80
601-604 Water				
Revenues	495,931.03	386,610.33	7,457,969.07	4,053,960.70
Expenditures	691,634.30	254,754.42	9,721,124.96	4,133,287.51
611 Wastewater				
Revenues	285,598.81	255,222.28	2,730,711.03	2,337,262.32
Expenditures	181,164.12	228,090.96	3,432,348.63	2,968,653.56
621 Cemetery				
Revenues	3,829.40	1,202.54	24,233.70	23,864.93
Expenditures	7,509.44	5,436.02	93,866.60	76,487.91
631 Solid Waste Collection				
Revenues	78,566.98	74,248.67	776,129.17	742,026.12
Expenditures	46,709.77	45,465.55	740,726.83	691,146.03
637 Joint Powers Landfill				
Revenues	101,429.59	78,839.82	946,156.43	806,112.97
Expenditures	94,923.54	147,751.76	986,221.52	846,595.50
641 Fox Run Golf Course				
Revenues	54,528.03	31,660.86	731,107.28	727,863.29
Expenditures	58,437.00	83,237.33	789,139.29	821,172.29

Yankton Community Library

Teen Tech Tutors:

On November 28, from 1-3 p.m., YHS National Honor Society students will work one-on-one with people who need help with computers, devices, computer applications, etc. They will also be at the library on December 12.

Parents' Night Out:

Parents' Night Out is Saturday, December 5, 4:30-7:30 p.m., at the Summit Activities Center. Parks and Rec and the library are partnering to sponsor an evening of fun for 6-12 year-olds. There are games, crafts, gym time, swim time, and pizza for dinner. Scholarships are available for twenty children.

Christmas Activities:

Christmas story and toddler times take place the week of December 7 during their respective regular times. We are hosting Santa's Workshop during the week of December 14 as a way for children and teens to make ornaments and gifts for friends and family. The workshop is open during the following times: Monday from 6-7:30 p.m.; Tuesday and Wednesday, from 3-4:30 p.m. each day. All supplies are provided by the library. There are easy-to-assemble items for the little ones and more challenging projects for older children and teens.

Sock Tree:

During the month of December, we are accepting new socks of any kind as a way to erase fines from patron cards. All socks go to the Contact Center.

Traffic Statistics:

2014	Total	2015	Total
January	14,067	January	13,741
February	13,614	February	12,428
March	13,970	March	11,455
April	14,868	April	13,633
May	14,869	May	12,309
June	15,094	June	15,982
July	14,730	July	14,625
August	12,517	August	10,416
September	11,112	September	11,882
October	13,583	October	18,144
November	9,111	November	
December	9,787	December	

Downloadable Books Circulation:

2014	OverDrive**	TumbleBooks*	2015	OverDrive	TumbleBooks
January	784	2,187	January	787	37
February	628	1,486	February	768	97
March	761	1,697	March	774	236
April	714	1,579	April	658	318
May	662	858	May	903	134
June	771	348	June	865	114
July	855	77	July	891	57
August	687	48	August	891	66
September	679	97	September	991	630
October	739	529	October	874	856
November	781	102	November		
December	706	27	December		

**OverDrive materials are young adult through adult.

*TumbleBooks are preschool through young adult materials.

Circulation Statistics:

2014	Adult	Juvenile	Total	2015	Adult	Juvenile	Total
Jan.	9,969	7,164	17,132	Jan.	9,138	3,658	12,796
Feb.	8,741	5,403	14,144	Feb.	7,967	3,646	11,613
Mar.	10,030	6,565	16,595	Mar.	8,774	4,125	12,899
April	9,151	5,924	15,075	Apr.	7,987	3,917	11,904
May	8,991	5,101	14,092	May	8,004	4,330	12,334
June	9,675	7,047	16,722	June	8,557	6,826	15,383
July	9,757	5,858	15,625	July	8,011	5,423	13,434
Aug.	8,549	3,896	12,445	Aug.	8,115	3,536	11,445
Sept.	8,531	3,903	12,434	Sept.	8,213	4,483	12,696
Oct.	8,488	5,083	13,571	Oct.	8,263	5,423	13,689
Nov.	8,271	3,971	12,242	Nov.			
Dec.	7,731	5,223	12,954	Dec.			

**CITY OF YANKTON, SOUTH DAKOTA
PROJECT NO. 2015-026 15TH STREET CONSTRUCTION
WATER MAIN AND SANITARY SEWER INSTALLATION**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of Project No. 2015-026, 15th Street Construction, Water Main and Sanitary Sewer Installation will be received by the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until **2:00 pm** local time on **T.B.D.**, **2016**, at which time the Bids received will be publicly opened and read aloud in the Second Floor Meeting Room located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids will be held on **T.B.D.**, at **7:00 P.M.**, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids are invited on the following major items of work all as more fully described in the Bidding Documents:

15th Street Construction, Schedule 1

0.22 miles of street construction including 4,922.5 square yards of 7" PCC pavement, 1,817 feet of curb and gutter, 1,660 tons of gravel cushion, 8,884 cubic yards of unclassified excavation, 856 feet of storm sewer installation, 7 drop inlets, traffic control, and appurtenant and incidental work as more fully described and enumerated in the Bidding Documents.

Water Main and Sanitary Sewer Installation, Schedule 2

2,052 linear feet of 8" PVC sewer main, bore and jack 75 feet of 16" encasement pipe, 7 48" manholes, 1,443 linear feet of 6" and 8" PVC water main, valves, fire hydrants, fittings, service connections and appurtenant and incidental work as more fully described and enumerated in the Bidding Documents.

The City Commission will receive and consider bids on the basis of a unit price contract for the work. If awarded, the contract will be awarded to the responsible bidder submitting the lowest responsive total bid for the sum of Bid Schedule 1 and Bid Schedule 2 subject to provisions of the Bidding Documents.

The Issuing Office for the Bidding Documents is: Johnson Engineering Co., 1800 Broadway Avenue, Suite 3, (605)665-5571. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8am to 5pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at:

Office of the City Engineer, City Hall, 416 Walnut Street, Yankton, SD
Lincoln Builders Bureau, 5910 S. 58th Street, Suite C, Lincoln, NE
Minneapolis Builders Exchange, 1123 Glenwood Avenue, Minneapolis, MN
Omaha Builders Exchange, 4255 S. 94th Street, Omaha, NE
Plains Builders Exchange, 220 N. Kiwanis Avenue, Sioux falls, SD
Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA
Sioux Falls Builders Exchange, 1418 "C" Avenue, Sioux Falls, SD

Copies of the Bidding Documents, including Drawings and Specifications, may be obtained from the office of Johnson Engineering Co., 1800 Broadway Avenue Suite 3, Yankton, SD 57078 (telephone (605) 665-5571) upon payment of \$60.00 for the set. In accordance with SDCL 5-18B-1, these documents, upon request therefore, will be furnished without charge to each contractor resident in South Dakota who intends, in good faith, to submit a Bid.

Each Bid must be accompanied by Bid security which may consist of either a certified check, a cashier's check or draft, for five percent (5%) of the amount Bid, such check or draft to be certified or issued by either a South Dakota bank or a national bank and payable to the City of Yankton or in lieu thereof, a Bid Bond for ten percent (10%) of the amount Bid, such bond to be issued by a surety authorized to do business in the State of South Dakota and payable to the City of Yankton.

The Successful Bidder will be required to furnish a Performance Bond and a Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract. Required Contract Bonds are explained in the Bidding Documents.

Owner reserves the right to reject any and all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to waive informalities.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form for acceptance of the Bid. The Owner reserves the right to retain the Bid Security for thirty (30) days after the Bid Opening. Bids shall hold firm during this period.

Owner: City of Yankton
By: Kevin Kuhl
Title: Public Works Director and City Engineer
Date: _____

Publishing Dates: November 16 and November 19, 2015

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street, Yankton, South Dakota, at the Office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P.M. on the 3rd day of December, 2015, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 14th day of December, 2015 at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

**ANNUAL SUPPLY OF TRANSPORT-TANKWAGON PETROLEUM PRODUCTS
FOR CHAN GURNEY MUNICIPAL AIRPORT**

Copies of the specifications may be obtained at the Office of the Airport Supervisor, 700 E 31st Street, Yankton, South Dakota 57078 or by telephoning (605) 661-9223.

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

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

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

Dated: October 27, 2015

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2015 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$867,814.79	\$670,652.31	\$1,538,467.10	\$1,329,475.00	\$1,595,370.00
<i>Expenses:</i>					
Personal Services	188,448.64	263,657.11	452,105.75	489,826.67	587,792.00
Operating Expenses	177,078.87	285,933.95	463,012.82	616,226.67	739,472.00
Depreciation (est)	91,092.40	146,436.24	237,528.64	334,691.67	401,630.00
Trench Depletion	0.00	94,725.06	94,725.06	63,875.00	76,650.00
Closure/Postclosure Resrv	0.00	6,859.24	6,859.24	6,658.33	7,990.00
Amortization of Permit	0.00	898.57	898.57	875.00	1,050.00
<i>Total Operating Expenses</i>	456,619.91	798,510.17	1,255,130.08	1,512,153.33	1,814,584.00
<i>Non Operating Expense-Interest</i>	0.00	34,622.23	34,622.23	51,771.67	62,126.00
<i>Landfill Operating Income</i>	411,194.88	(162,480.09)	248,714.79	(234,450.00)	(281,340.00)
Joint Recycling Center					
<i>Total Revenue</i>	82,990.19	127,906.51	210,896.70	235,691.67	282,830.00
<i>Expenses:</i>					
Personal Services	17,358.62	156,003.79	173,362.41	185,837.50	223,005.00
Operating Expenses	43,433.10	83,134.71	126,567.81	130,428.33	156,514.00
Depreciation (est)	33,606.85	17,953.74	51,560.59	65,708.33	78,850.00
<i>Total Operating Expenses</i>	94,398.57	257,092.24	351,490.81	381,974.17	458,369.00
<i>Non Operating Expense-Interest</i>	3,274.28	0.00	3,274.28	0.00	0.00
<i>Recycling Operating Income</i>	(14,682.66)	(129,185.73)	(143,868.39)	(146,282.50)	(175,539.00)
<i>Total Operating Income</i>	\$396,512.22	(\$291,665.82)	\$104,846.40	(\$380,732.50)	(\$456,879.00)
Tonage in Trench:	<u>10/31/2014</u>	<u>9/30/2015</u>			
Asbestos	87.28	106.54	106.54	37.50	45.00
Centerville	246.08	241.34	241.34	220.83	265.00
Beresford	558.61	1,113.61	1,113.61	520.83	625.00
Clay County Garbage	10,408.65	10,163.19	10,163.19	11,000.00	13,200.00
Elk Point	841.77	868.24	868.24	8,500.00	10,200.00
Yankton County Garbage	17,278.18	18,661.69	18,661.69	18,166.67	21,800.00
<i>Total Tonage in Trench</i>	29,420.57	31,154.61	31,154.61	38,445.83	46,135.00
Operating Cost per ton			\$41.40	\$40.68	\$40.68

This report is based on the following:

- Revenue accrual thru October 31, 2015
- Expenses cash thru October 31, 2015 with November's Bills

Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2015 Budget
Source of Funds					
<i>Beginning Balance</i>	\$426,842.00	\$1,351,279.00	\$1,778,121.00	\$1,675,317.00	\$1,675,317.00
<i>Operating Revenue:</i>					
Net Income	396,512.22	(291,665.82)	104,846.40	(380,732.50)	(456,879.00)
Depreciation	124,699.25	164,389.98	289,089.23	400,400.00	480,480.00
Trench Depletion	0.00	94,725.06	94,725.06	63,875.00	76,650.00
Amortization of Permit	0.00	898.57	898.57	875.00	1,050.00
<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	12,414.53	12,414.53	20,000.00	24,000.00
Sale Proceeds	0.00	3,150.00	3,150.00	2,916.67	3,500.00
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	1,206.55	1,456.32	2,662.87	2,208.33	2,650.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(244,914.85)	244,914.85	0.00	53,333.33	64,000.00
Joint Recycling Center	(24,875.47)	24,875.47	0.00	0.00	0.00
Total Funds Available	679,469.70	1,636,728.87	2,316,198.57	1,838,192.83	1,870,768.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	153,402.33	54,027.00	207,429.33	118,750.00	142,500.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	6,859.24	6,859.24	6,658.33	7,990.00
<i>Joint Recycling Center</i>					
Equipment	0.00	8,970.00	8,970.00	94,583.33	113,500.00
<i>Payment Principal</i>					
Appropriation to Reserve	8,736.11	88,400.47	97,136.58	168,236.67	201,884.00
	0.00	0.00	0.00	0.00	0.00
Total Applied	162,138.44	158,256.71	320,395.15	388,228.33	465,874.00
Ending Balance	\$517,331.26	\$1,478,472.16	\$1,995,803.42	\$1,449,964.50	\$1,404,894.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2015 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$6,924.74	\$6,924.74	\$6,000.00	\$7,200.00
Elk Point	0.00	39,070.80	39,070.80	39,375.00	\$47,250.00
Centerville	0.00	10,860.30	10,860.30	12,000.00	14,400.00
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	50,111.90	50,111.90	43,125.00	51,750.00
Clay County Garbage	0.00	499,098.83	499,098.83	483,333.33	580,000.00
Compost-Yd Waste-Wood	0.00	3,474.76	3,474.76	3,333.33	4,000.00
Contaminated Soil	0.00	71,561.11	71,561.11	7,500.00	9,000.00
White Goods	0.00	7,964.21	7,964.21	6,250.00	7,500.00
Tires	0.00	7,285.30	7,285.30	6,250.00	7,500.00
Electronics	0.00	6,096.80	6,096.80	3,750.00	4,500.00
Other Revenue	2,263.67	5,362.70	7,626.37	6,333.33	7,600.00
Less Recycling Tipping Fee	(54,574.35)	(37,159.14)	(91,733.49)	(91,941.67)	(110,330.00)
Cash long	40.35	0.00	40.35	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	47,946.33	0.00	47,946.33	41,666.67	50,000.00
Transfer Fees	872,138.79	0.00	872,138.79	762,500.00	915,000.00
Total Revenue	867,814.79	670,652.31	1,538,467.10	1,329,475.00	1,595,370.00
<i>Expenses: (cash)</i>					
Personal Services	188,448.64	263,657.11	452,105.75	489,826.67	587,792.00
Insurance	15,997.33	6,007.41	22,004.74	22,543.33	27,052.00
Professional Service/Fees	14,522.73	24,023.34	38,546.07	43,333.33	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	10,000.00	12,000.00
State Fees	0.00	31,154.61	31,154.61	30,795.83	36,955.00
Professional - Legal/Audit	1,140.40	0.00	1,140.40	208.33	250.00
Publishing & Advertising	0.00	816.05	816.05	1,500.00	1,800.00
Rental	0.00	0.00	0.00	416.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	6,256.69	34,565.01	40,821.70	46,666.67	56,000.00
Motor vehicle repair	121.29	791.18	912.47	19,333.33	23,200.00
Vehicle fuel & maintenance	81,612.26	35,502.15	117,114.41	203,333.33	244,000.00
Equip, Mat'l & Labor	27,193.38	0.00	27,193.38	10,000.00	12,000.00
Building repair	9,719.79	11,567.85	21,287.64	20,000.00	24,000.00
Facility repair & maintenance	0.00	11,961.09	11,961.09	20,833.33	25,000.00
Postage	374.18	78.81	452.99	666.67	800.00
Office supplies	1,111.02	908.00	2,019.02	2,916.67	3,500.00
Copy supplies	81.86	11.59	93.45	291.67	350.00
Uniforms	25.98	3,124.95	3,150.93	3,458.33	4,150.00
Small Tools & Hardware	16.99	0.00	16.99	208.33	250.00
Travel & Training	275.00	3,185.04	3,460.04	4,166.67	5,000.00
Operating supply	1,597.56	83,055.82	84,653.38	127,166.67	152,600.00
Electricity	5,369.07	13,960.63	19,329.70	17,083.33	20,500.00
Heating Fuel - Gas	8,431.48	11,972.62	20,404.10	26,250.00	31,500.00
Water	1,530.08	565.50	2,095.58	1,812.50	2,175.00
WW service	980.50	0.00	980.50	500.00	600.00
Landfill	149.67	0.00	149.67	166.67	200.00
Telephone	571.61	1,548.50	2,120.11	2,575.00	3,090.00
Depreciation (est)	91,092.40	146,436.24	237,528.64	334,691.67	401,630.00
Trench Depletion		94,725.06	94,725.06	63,875.00	76,650.00
Closure/Postclosure Resrv		6,859.24	6,859.24	6,658.33	7,990.00
Amortization of Permit		898.57	898.57	875.00	1,050.00
Total Op Expenses	456,619.91	798,510.17	1,255,130.08	1,512,153.33	1,814,584.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2015 Budget
<i>Non Operating Expense-Interest</i>	0.00	34,622.23	34,622.23	51,771.67	62,126.00
<i>Operating Income (Loss)</i>	\$411,194.88	(\$162,480.09)	\$248,714.79	(\$234,450.00)	(\$281,340.00)
<i>Capital:</i>					
Capital Outlay	\$153,402.33	\$54,027.00	\$207,429.33	\$118,750.00	\$142,500.00
Landfill Development	0.00	159,899.75	159,899.75	220,833.33	\$265,000.00
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	\$339,583.33	\$407,500.00
<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	\$2,916.67	\$3,500.00
<i>Cash Flow Transfer</i>	(\$244,914.85)	\$244,914.85	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		106.54	106.54	37.50	45.00
Beresford		1,113.61	1,113.61	520.83	625.00
Centerville Garbage		241.34	241.34	220.83	265.00
Clay County Garbage		10,163.19	10,163.19	11,000.00	13,200.00
Elk Point		868.24	868.24	8,500.00	10,200.00
Yankton County Garbage		18,661.69	18,661.69	18,166.67	21,800.00
<i>Total Tonage in Trench</i>		31,154.61	31,154.61	38,445.83	46,135.00
Operating Cost per ton			\$41.40	\$40.68	\$40.68

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	10 Month Budget	Legal 2015 Budget
<i>Revenue:</i>					
Tipping Fees	\$54,574.35	37,159.14	\$91,733.49	91,941.67	\$110,330.00
Magazines	0.00	6,627.16	6,627.16	7,500.00	9,000.00
Metal/Tin	3,540.37	2,136.87	5,677.24	6,666.67	8,000.00
Plastic	0.00	20,261.06	20,261.06	29,166.67	35,000.00
Aluminum	4,479.32	14,669.87	19,149.19	26,666.67	32,000.00
Newsprint	6,522.67	8,464.22	14,986.89	15,000.00	18,000.00
Cardboard	13,873.48	21,185.19	35,058.67	42,500.00	51,000.00
High Grade Paper	0.00	14,383.36	14,383.36	12,500.00	15,000.00
Other Material	0.00	3,019.64	3,019.64	3,750.00	4,500.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	82,990.19	127,906.51	210,896.70	235,691.67	282,830.00
<i>Expenses:</i>					
Personal Services	17,358.62	156,003.79	173,362.41	185,837.50	223,005.00
Insurance	248.64	970.00	1,218.64	4,386.67	5,264.00
Professional Service/Fees	0.00	24.00	24.00	16,666.67	20,000.00
Hazardous Waste Collection	0.00	31,599.26	31,599.26	25,000.00	30,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	185.00	733.08	918.08	1,666.67	2,000.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	8,201.02	8,201.02	9,375.00	11,250.00
Vehicle repair & maintenance	0.00	66.98	66.98	833.33	1,000.00
Vehicle fuel	3,202.53	2,972.33	6,174.86	11,416.67	13,700.00
Building repair & maintenance	4,798.00	3,424.22	8,222.22	4,583.33	5,500.00
Postage	0.00	2.52	2.52	541.67	650.00
Freight	0.00	1,820.00	1,820.00	1,666.67	2,000.00
Office supplies	1,974.61	192.70	2,167.31	958.33	1,150.00
Uniforms	0.00	291.22	291.22	666.67	800.00
Materials Purchases	0.00	5,365.61	5,365.61	7,500.00	9,000.00
Travel & Training	0.00	2,090.32	2,090.32	1,250.00	1,500.00
Operating Supplies	0.00	9,347.67	9,347.67	7,500.00	9,000.00
Copy Supply	0.00	11.59	11.59	291.67	350.00
Electricity	0.00	5,314.04	5,314.04	5,000.00	6,000.00
Heating Fuel-Gas	0.00	2,107.48	2,107.48	4,583.33	5,500.00
Water	0.00	385.92	385.92	458.33	550.00
WW service	0.00	830.87	830.87	833.33	1,000.00
Telephone	0.00	697.56	697.56	666.67	800.00
Revenue Sharing	0.00	6,686.32	6,686.32	8,333.33	10,000.00
Transportation to Vermillion	3,690.00	0.00	3,690.00	3,750.00	4,500.00
Processing Recyclables	29,334.32	0.00	29,334.32	12,500.00	15,000.00
Depreciation (est)	33,606.85	17,953.74	51,560.59	65,708.33	78,850.00
Total Op Expenses	94,398.57	257,092.24	351,490.81	381,974.17	458,369.00
<i>Non Operating Expense-Interest</i>	3,274.28	0.00	3,274.28	0.00	0.00
Operating Income (Loss)	(\$14,682.66)	(\$129,185.73)	(\$143,868.39)	(\$146,282.50)	(\$175,539.00)
Capital Outlay	\$0.00	\$8,970.00	\$8,970.00	\$94,583.33	\$113,500.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	(\$24,875.47)	\$24,875.47	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru October 31, 2015

Expenses cash thru October 31, 2015 with November'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
September	53,175.22	7,646.71	60,821.93	3,318.57	43.06	(411.07)	(10,086.03)	(10,497.10)	52,764.15	(2,439.32)	50,324.83
Subtotal	362,263.41	(117,693.29)	244,570.12	27,906.12	41.76	(12,488.13)	(88,211.10)	(100,699.23)	349,775.28	(205,904.39)	143,870.89
October	48,573.33	(10,164.47)	38,408.86	3,248.49	38.30	1,079.75	(40,974.63)	(39,894.88)	49,653.08	(51,139.10)	(1,486.02)
Subtotal	410,836.74	(127,857.76)	282,978.98	31,154.61	41.40	(11,408.38)	(129,185.73)	(140,594.11)	399,428.36	(257,043.49)	142,384.87

11/3/2015

City of Yankton Transfer Station
Recap of Customer Tonnage

Date	City	Licensed Haulers								All Other	Total Transfer	Recycling
	Compactors (577)	Bartunek (587)	Janssen (547)	Arts (586)	Fischer (590)	Independence (627)	Loren Fischer (648)	Kortan (673)	Sub-Total			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
September 2015	252.89	0.00	666.62	490.70	54.08	0.00	46.02	7.43	1,264.85	340.81	1,858.55	5.05
October 2015	232.03	0.00	706.02	514.42	45.91	0.00	45.48	8.08	1,319.91	399.76	1,951.70	5.95
2015 Total	2,365.76	0.00	6,438.98	4,843.04	446.39	7.86	548.95	62.50	12,347.72	3,477.97	18,191.45	51.61

Total Tons	1,951.70
X \$3	<u>3.00</u>
Recycling Fee	5,855.10

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	422.71	131.50	43.49	93.64	309.29	27.96	94.83	260.80	1384.22	
	Oct	390.49	131.96	41.76	85.17	313.89	26.16	115.37	226.32	1331.12	
	Nov										0.00
	Dec										0.00
			----- 3650.77 =====	----- 1397.22 =====	----- 0.00 =====	----- 453.28 =====	----- 868.24 =====	----- 2768.77 =====	----- 241.34 =====	----- 1113.61 =====	----- 1999.69 =====

	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 =====

11/13/15

Fox Run Golf Course
Statement of Revenues & Expenses

	01Oct2015 31Oct2015	01Oct2014 31Oct2014	01Jan2015 31Oct2015	01Jan2014 31Oct2014	Legal Budget
Direct Revenues:					
Concessions	12,460.45	8,756.07	140,996.80	144,058.46	172,900.00
Pro Shop	17,732.58	16,080.37	126,890.51	134,132.15	192,350.00
Course	23,407.18	6,163.56	461,445.55	448,921.08	509,500.00
	-----	-----	-----	-----	-----
Total Direct Revenues	53,600.21	31,000.00	729,332.86	727,111.69	874,750.00
Direct Expenses:					
Concessions	5,241.93	8,776.94	58,456.93	68,620.61	68,575.00
Pro Shop	574.05	23,120.80	103,793.71	108,474.13	117,400.00
Course		820.00	26,680.81	37,977.24	37,500.00
	-----	-----	-----	-----	-----
Total Direct Expenses	5,815.98	32,717.74	188,931.45	215,071.98	223,475.00
Add Beginning Inventory					
Less Ending Inventory					
Net Direct Income (Loss)					
Indirect Revenues -	927.82	660.86	1,774.42	751.60	650.00
Indirect Expenses:					
Personal Services	21,004.74	24,498.89	295,586.75	288,787.36	360,227.00
Insurance			6,015.68	5,903.81	5,460.00
Professional Services	1,248.05	1,448.27	12,973.10	14,923.77	25,500.00
Advertising			7,056.30	10,206.28	6,100.00
Repair & Maintenance	2,839.66	4,796.48	33,994.93	45,949.99	57,500.00
Supplies & Materials	5,178.48	3,446.93	44,937.06	49,465.84	60,300.00
Travel, Conference & Dues			1,147.61	1,333.38	5,800.00
Utilities	3,812.40	3,451.80	24,580.95	23,614.90	34,400.00
Billing and Administration			67,340.00	67,340.00	67,340.00
Depreciation	5,128.69	4,877.22	50,029.55	48,789.65	55,745.00
	-----	-----	-----	-----	-----
Total Indirect Expenses	39,212.02	42,519.59	543,661.93	556,314.98	678,372.00
Net Operating Income	9,500.03	(43,576.47)	(1,486.10)	(43,523.67)	40,893.00
	=====	=====	=====	=====	=====
Capital Outlay	13,409.00	8,000.00	56,545.91	49,785.33	114,000.00
	=====	=====	=====	=====	=====

Fox Run Golf Course
Statement of Revenues

	01Oct2015 31Oct2015	01Oct2014 31Oct2014	01Jan2015 31Oct2015	01Jan2014 31Oct2014	Legal Budget
Concessions					
CASH Long	149.50	272.27	1,713.64	1,072.38	600.00
PREPARED FOOD	4,451.68	3,086.60	28,206.89	31,157.54	39,600.00
PRE-PACKAGED FOOD	673.52	452.77	10,517.73	7,131.39	7,700.00
BEER	5,196.94	3,869.10	76,370.36	83,884.76	99,000.00
BOTTLED POP	1,988.81	1,075.33	24,188.18	20,812.39	26,000.00
MISCELLANEOUS CONCESSIONS					
Total Concessions	12,460.45	8,756.07	140,996.80	144,058.46	172,900.00
Pro Shop					
GOLF BALLS	2,214.06	2,096.06	19,382.76	17,453.60	26,000.00
GLOVES	619.00	667.47	6,803.09	5,293.66	7,000.00
GOLF CAPS/VISORS	834.78	557.80	9,398.76	4,945.26	8,000.00
MERCHANDISE	3,636.90	3,784.54	29,804.58	29,315.37	50,000.00
MERCHANDISE NON-TAX	542.99		897.05	456.00	2,000.00
GOLF EQUIPMENT	4,526.42	4,953.74	39,906.79	55,687.62	65,000.00
MISCELLANEOUS MERCHANDISE		662.96		778.70	50.00
CLUB REPAIRS	582.96	1,298.36	7,829.93	10,145.93	11,000.00
LESSONS	75.47	259.44	5,467.55	5,556.01	8,000.00
GOLF CART ADS	4,700.00	1,800.00	7,400.00	4,500.00	15,300.00
Total Pro Shop	17,732.58	16,080.37	126,890.51	134,132.15	192,350.00
Course					
SIMULATOR			2,874.66		
SIMULATOR NON-TAXABLE			585.00		
SEASON PASS			167,194.95	173,298.96	195,000.00
SEASON PASS NON-TAX			3,521.69	3,386.82	3,500.00
GREEN FEES-WEEKENDS/HOLIDAYS	4,842.75	2,203.58	50,425.25	55,329.48	75,000.00
GRREN FEES NON-TAX	2,325.00		11,854.85	14,277.62	6,500.00
GREEN FEES - WEEKDAYS	10,869.75	1,238.30	77,658.85	65,461.92	70,000.00
GOLF CAR RENTAL	4,084.79	2,366.32	60,526.14	63,152.81	75,000.00
GOLF CAR STORAGE (NON-TAX)			25,815.09	19,500.93	21,500.00
TRAIL FEES	65.49	25.70	28,604.19	26,296.72	30,000.00
PULL CART RENTAL	18.70		261.80	255.19	300.00
GOLF CLUB RENTAL	15.54	96.90	637.14	805.25	1,100.00
DRIVING RANGE	593.16	232.76	18,787.38	13,164.10	15,000.00
DRIVING RANGE NON-TAX			568.16	499.36	600.00
HANDICAPING			7,053.40	8,557.92	9,000.00
LEAGUES					1,500.00
JUNIOR GOLF PROGRAM	592.00		5,077.00	3,719.00	4,000.00
Total Course	23,407.18	6,163.56	461,445.55	448,921.08	509,500.00
Total Direct Revenues	53,600.21	31,000.00	729,332.86	727,111.69	874,750.00

Fox Run Golf Course
Statement of Expenditures

	01Oct2015 31Oct2015	01Oct2014 31Oct2014	01Jan2015 31Oct2015	01Jan2014 31Oct2014	Legal Budget
Concessions					
CASH SHORT	162.70	257.78	1,914.83	946.04	500.00
PREPARED FOODS	2,286.67	3,576.44	19,444.07	26,469.11	27,000.00
CANDY		461.55	3,831.37	3,347.10	4,000.00
BEER	2,492.00	3,430.95	24,973.20	28,450.46	28,000.00
POP	300.56	1,050.22	8,293.46	9,407.90	9,000.00
	-----	-----	-----	-----	-----
Total Concessions	5,241.93	8,776.94	58,456.93	68,620.61	68,575.00
Pro Shop					
GOLF BALLS		5,545.44	34,153.81	17,436.65	19,000.00
GLOVES		519.37	847.67	2,828.59	3,200.00
GOLF CAPS/VISORS			5,082.20	1,500.47	4,200.00
MERCHANDISE	193.00	1,810.85	23,574.89	24,608.92	36,000.00
GOLF EQUIPMENT		13,361.99	34,807.41	54,652.53	49,000.00
TRADE IN GOLF EQUIPMENT					
CLUB REPAIRS	381.05	1,883.15	5,327.73	6,933.99	6,000.00
	-----	-----	-----	-----	-----
Total Pro Shop	574.05	23,120.80	103,793.71	108,474.13	117,400.00
Course					
GOLF CAR RENTAL			24,780.81	26,460.81	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		820.00		7,725.00	7,100.00
JUNIOR GOLF PROGRAM				299.95	1,000.00
	-----	-----	-----	-----	-----
Total Course		820.00	26,680.81	37,977.24	37,500.00
Total Direct Expenditures	5,815.98	32,717.74	188,931.45	215,071.98	223,475.00
	=====	=====	=====	=====	=====

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
November 9, 2015

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

ROLL CALL:

Present – Mike Healy, Steve Pier, Deb Specht, Dr. Scott Shindler, Bruce Viau, Marc Mooney, Jon Economy and Brad Wenande.

Unable to attend: Lynn Peterson.

Chairman Wenande asked for approval of the October 12, 2015 meeting minutes.

15-51 **MINUTES** – October 12, 2015

Commissioner Specht discussed a correction needed in the minutes. She was not able to attend the September meeting and the minutes show her making the motion to adjourn.

MOTION – It was moved by Commissioner Shindler and seconded by Commissioner Healy to approve the corrected minutes of the October 12, 2015 meeting.

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

MOTION – PASSED

Chairman Wenande read the discussion item to discuss the Planning Commission’s role as the Storm Water Advisory Board and asked Mr. Mingo for comments. Mr. Mingo thanked to Commission for their willingness to serve in this capacity. He stated that the board’s involvement will be to discuss the topic once or twice a year and periodically receive public comment. There are no plans at this time for the board to serve in any type of regulatory or mediation process. Mr. Mingo introduce Community Development Staff Member, Brad Bies to present information about the subject:

Mr. Bies provided a general orientation about the City of Yankton’s storm water management program. Topics included storm water pollution prevention measures in commercial and residential zones, best management practices, and educational outreach programs including a storm water inlet marking program. Common storm water pollutants were discussed along with measures to reduce the amount and impact of those materials. Members received a copy of the City’s written Storm Water Management Plan previously adopted by the City Commission.

Building Permit Report Update - Mr. Mingo discussed the status of the year-to-date construction activity in the City. Yankton is in a good position with housing starts up from last year and values strong. If one permit was removed from the 2014 tally, 2015 would be ahead of last year's levels.

Mr. Mingo updated the Planning Commission on the railroad crossing reduction measures in the alley south of 8th Street, east of Mulberry and at 11th Street west of Broadway Avenue.

15-52 **ADJOURNMENT**

MOTION – It was moved by Commissioner Mooney and seconded by Commissioner Pier to adjourn at 6:25 p.m.

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

MOTION – PASSED

Respectfully submitted,

Dave Mingo
Secretary

NOTICE OF PUBLIC HEARING ON APPLICATIONS
FOR SALE OF ALCOHOLIC BEVERAGES FOR 2016

NOTICE IS HEREBY GIVEN THAT: The Board of City Commissioners will consider the following renewal of applications for Alcoholic Beverages Licenses, at their regular session on the 14th day of December, 2015, in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota. Said applications have been presented to the Board of City Commissioners and filed in the Finance Officer's Office.

RETAIL (ON-SALE) LIQUOR-FULL SERVICE RESTAURANT

Czeckers, Inc., d/b/a Czeckers, Inc., 407 Walnut St.
Bernard Properties, LLC, d/b/a Riverfront Events Center & Emporium, 121-113 W. 3rd St.

RETAIL (ON-SALE) LIQUOR

Hanten, Inc., d/b/a Ben's Brewing Company, 222 W. 3rd St.
Black Steer, Inc., d/b/a The Black Steer, 300 E. 3rd St.
Boomer's, Inc., d/b/a Boomer's Lounge, 100 E. 3rd St.
B.P.O. Elks Lodge 994, 504 W. 27th St.
Hillcrest Golf-Country Club, 2206 Mulberry St.
JoDeans Corp., d/b/a JoDeans, 2809 Broadway Ave.
WR Capital I, LLC, d/b/a Minerva's Grill & Bar, 1607 E. Hwy 50, Suite A
Dayhuff Enterprises, Inc., d/b/a MoJo's Pizza & Spirits, 102-104 E. 3rd St.
Dayhuff Enterprises, Inc., d/b/a O'Malley's Bar, 204 W. 3rd St.
Drotzmann & Portillo, LLC d/b/a Rounding 3rd Bar & Casino, 304 W. 3rd St.
Bernard Properties, LLC, d/b/a The Brewery, 200-204 Walnut St.
Flusswerks, LLC, d/b/a The Landing, 104 Capital St.
Upper Deck, Inc., d/b/a Upper Deck, 311-315 Broadway Ave.
VFW Post 791, 209 Cedar St.
Walnut Tavern, Inc., 100 W. 3rd St.
Yankton Bowl, Inc., 3010 Broadway Ave., & Suite 1
Dayhuff Enterprises, Inc., d/b/a Zebra Club & Cockatoo Bar, 106-112 E. 3rd St.

PACKAGE (OFF-SALE) LIQUOR

Cork 'N Bottle, Inc., d/b/a Cork 'N Bottle, 1500 Broadway Ave.
Hy-Vee Food Stores, Inc., d/b/a Hy-Vee Wine & Spirits, 2100 N. Broadway Ave.
SHREE LLC, d/b/a JR's Oasis, 2404 E. SD Hwy 50
Annis Properties, Inc., d/b/a Patriot Express 02, 100 E. 4th St.
Annis Properties, Inc., d/b/a Liquor Hot Spot, 909 Broadway Ave.
Pure Ice Partners, LLC d/b/a Pure Ice Company, 101 Capital St.
ZACCON, Inc., d/b/a Roadrunner Convenience Mart, 300 W. 23rd St.
Theresa Wick d/b/a Sportsman's, 901 Broadway Ave.
Wal-Mart Stores, Inc., d/b/a Wal-Mart Store #1483, 3001 Broadway Ave.
Yankton Drug, Inc., d/b/a Yankton Drug Co., 109 W. 3rd St.
Dayhuff Enterprises, Inc., d/b/a Zebra Club & Cockatoo Bar, 106-112 E. 3rd St.

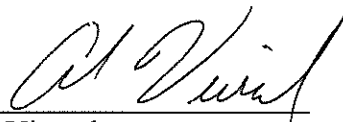
_____ Voice vote

RETAIL (ON-OFF SALE) WINE

Charlies Pizza House, Inc., d/b/a Charlie's Pizza House, 804 Summit St.
Cheers Bar & Grill, LLC, d/b/a Cheers Bar & Grill, LLC, 1208 Broadway Ave.
Czeckers, Inc., d/b/a Czeckers Inc., 407 Walnut St.
El Tapatio Family Mexican Restaurant, 2502 Fox Run Parkway
GNA Ventures, Inc., d/b/a Happy Hourz, 311 Douglas Ave.
SYMS, LLC, d/b/a Holiday Inn Express, PO Box 113
San Jose, Inc., d/b/a Mexico Viejo, 1809 Broadway Ave.
A'viands, LLC, d/b/a Mount Marty College, 1105 W. 21st St.
TST, Inc., d/b/a Phinney's Pub & Casino, Yankton Mall
RB Beer & Burgers, LLC d/b/a RB Beer & Burgers, 2901 Broadway Ave. Suite C
Morgen, LLC, d/b/a South Point Gaming Lounge, 1101 Broadway Ave., Suite 109
Flusswerks, LLC, d/b/a The Landing, 104 Capital St.
Tokyo Japanese Cuisine of Ykt, Inc. d/b/a Tokyo Japanese Cuisine, 2007 Broadway Ave. Ste. J
Wal-Mart Stores, Inc., d/b/a Wal-Mart Store #1483, 3100 Broadway Ave.
Walgreen Co. d/b/a Walgreen #9806, 2020 Broadway Ave.

NOTICE IS FURTHER GIVEN THAT any person, persons or their attorney may appear and be heard at said scheduled Public Hearing, who are interested in the approval or rejection of any such application.

Dated at Yankton, South Dakota, this
23rd day of November, 2015



Al Viereck
Finance Officer

_____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, January 9, 2016, from TST, Inc. d/b/a Phinney's Pub & Casino, (John Tuttle, President) Yankton, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, December 14, 2015 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of November, 2015.



Al Viereck
FINANCE OFFICER


____ Voice vote

Memorandum #15-289

To: City Manager
From: Finance Department
Date: November 13, 2015
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, December 26, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, 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 #15-290

To: City Manager
From: Finance Department
Date: November 13, 2015
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, December 31, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, 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 #15-291

To: City Manager
From: Finance Department
Date: November 13, 2015
Subject: Special Events RETAIL (on-sale) Liquor License

We have received an application for a Special Events RETAIL (on-sale) Liquor License for 1 day, December 4, 2015, from Minerva's Grill & Bar, (Janelle Wieseler, Sales & Catering Director) dba Minerva's Grill & Bar, NFAA Building, 800 Archery Lane, Yankton, South Dakota.

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



Al Viereck
Finance Officer

Memorandum #15-293

To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Resolution #15-76 Restricting Parking along Douglas Avenue from Anna Street to 31st Street.
Date: November 6, 2015

The attached Resolution #15-76 if adopted would restrict parking along Douglas Avenue from Anna Street to 31st Street. Doing so would accommodate a three-lane street configuration.

Douglas Avenue is classified as a minor arterial roadway. As such, it acts as a connector between various parts of the City. Drivers from the smaller collector and local streets will access Douglas Avenue to reach distant destinations, significantly increasing the volume of vehicles from what the local traffic would generate.

This portion of Douglas Avenue has several access points for adjacent land owners. Between the residential owners, apartment residents, assisted living residents and the business owners and clientele, there is significant turning movements required. The three-lane configuration will provide for the turning traffic, while maintaining through traffic. This type of section does not have the area to allow on-street parking.

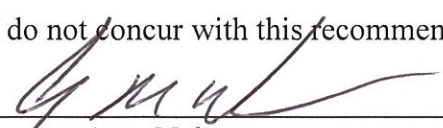
In order for the design and construction plans to reflect a three lane stripping section that will safely accommodate the high volume of turning traffic, City staff recommends approval of Resolution #15-76, restricting parking along Douglas Avenue from Anna Street to 31st Street.

Respectfully submitted,



Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Resolution #15-76, restricting parking along Douglas Avenue from 31st Street to 31st Street, as explained in Memorandum #15-293.

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


Amy Nelson
City Manager

cc: Kevin Kuhl

____ Roll call

RESOLUTION #15-76

**A RESOLUTION TO RESTRICT PARKING
ON DOUGLAS AVENUE
FROM ANNA STREET TO 31ST STREET**

WHEREAS, Douglas Avenue is a minor arterial street within the City, and

WHEREAS, this roadway will have extensive turning movements to access private homes, apartment complexes and local businesses, and

WHEREAS, the anticipated traffic will include a large volume of vehicles, and

WHEREAS, the expectation of continued development would only increase traffic volumes, and

WHEREAS, the existing two-lane section does not currently provide for on-street parking, and

WHEREAS, the proposed section would allow for two travel lanes with a center turn lane, and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that parking is prohibited on Douglas Avenue from Anna Street to 31st Street.

Dated: _____

David Carda
Mayor

ATTEST:

Al Viereck
Finance Officer

Memorandum #15-295

To: Amy Nelson, City Manager
From: Kyle Goodmanson, Director of Environmental Services
Subject: HDR Proposal for Water Treatment Plant Design Amendment to include a base bid and bid alternate.
Date: November 16, 2015

Attached is an outline of a scope of work and the associated costs for a Water Treatment Plant Design Amendment. Also attached is a memorandum from HDR with updated Opinion of Construction Cost.

Based on the design review at 30% completion, HDR prepared an Opinion of Probable Construction Cost. This update included upgrades requested by City staff and the design review committee. The Opinion of Probable Construction Cost resulted in higher than anticipated project estimates. Following the discussion at the City Commission work session on September 21, 2015, staff advised HDR based on the new estimates and bidding uncertainty, to move forward with a proposed plan to include base bid and a bid alternates.

The base bid will include a small office for the water superintendent, two vehicle garage, year around access public restroom, and other improvements made by the design committee. The base bid would require additional future investment to maintain the 1929 plant for needed work space, garage space, and high service pumping equipment.

There are two bid alternates as follows:

Bid Alternate #1

- Redundant Reverse Osmosis Water Treatment Third Skid – ability to have a reliable 5mgd capacity;
- Cleaning operations are anticipated to be required every 4 to 6 months. Operations staff can schedule cleaning procedures to avoid peak summer water demand periods.
- The opinion of construction cost for each Reverse Osmosis skid, associated pumping, and piping ranges from \$1,500,000 to \$1,800,000, decreasing the range of probable construction costs for the base water treatment plant to \$20,566,000 to \$24,679,000.
- The risk to the City is that the third skid will likely be required in the near future, such as 3 to 5 years.
- This bid alternate would require the 1929 plant to be maintained as a work space and pumping facility.

Bid Alternate #2

- This bid alternate will add additional work space and garage space for all water and collection department staff.
- The opinion of construction cost for Bid Alternate #2, associated pumping, and piping ranges from \$4,491,000 to \$5,419,000.
- This bid will also include improvements to the high service system as part of the new plant.
- The bid alternate will allow for the City to completely vacate the 1929 treatment plant.

____ Roll call

It is recommended that the City Manager be authorized to enter into an agreement with HDR for a not-to-exceed amount of \$422,600.00 as outlined by the attachment. Staff will be coordinating with HDR during the execution of the work.

Respectfully Submitted,



Kyle Goodmanson
Director of Environmental Services

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson
City Manager

Roll call



Memo

Date: Wednesday, November 11, 2015
Project: Yankton Water Treatment Plant
To: Amy Nelson, City Manager
From: Steven Quail, Project Manager
Subject: WTP Opinion of Construction Costs

Based on the design of the Yankton Water Treatment Plant at 30 percent completion, HDR prepared our Opinion of Construction Costs. Since the initiation of the design, several factors impacted the overall project construction cost. The purpose of this memo is to provide an update of project costs and consider potential cost control measures.

The initial plan was to construct a separate building, adjacent to the existing water treatment plant with walkways connecting the two buildings. With input from City staff, it was decided to join the two buildings together for easier access of equipment and personnel. By doing this, additional soil stabilization (sheet piling) is needed to maintain structural integrity of the existing water treatment plant during construction.

During original planning, no water quality data was available from the collector well and estimates were developed using a hypothetical blend of Missouri River and Nebraska well water. Water quality analysis collected during collector well pumping tests indicates the facility initially requires larger facilities to achieve the 5.0 MGD design capacity due to higher iron, manganese and total dissolved solids in the well water.

As the collector well is operated and the well develops, the water quality is projected to improve to be equal to or better than the original assumptions, allowing the plant capacity to increase beyond the initial design capacity. The likely scenario is that the plant capacity will increase to approximately 7.0 to 7.5 MGD during the summer months, with the best case scenario the production may increase to 9.0 MGD. However, we cannot predict how long it will take for the collector well to develop to allow the WTP to achieve the higher production.

The City requested several upgrades to the water treatment plant building that were not included in the original project budget. These improvements included:

- Expand the building to include offices and meeting room for all water department staff and a maintenance garage, allowing the 1929 plant to be repurposed for other uses
- Improve Douglas Street and Levee Street to improve the appearance at the entrance to Riverside Park and improve public safety into and out of the park
- Improve water treatment plant entrance to be focal point feature to enhance the aesthetics of the park



- Enhance the exterior of the water treatment plant to complement the features of the park setting and Meridian Bridge
- Existing plant building improvements such a new roofing system which is due for replacement within the next 5± years, exterior to match new building, and screen walls for exterior equipment
- Include year around access public restrooms
- Relocate and modify the sanitary sewer lift station to allow better access from future park facilities, as well as meeting the existing requirements

Table 1 summarizes our opinion of probable construction costs for the originally planned water treatment plant, along with the itemized upgrades.

Table 1 Opinion of Construction Costs			
Item	Opinion of Cost	Contingency (20%)	Range of Probable Construction Costs
Base Water Treatment Plant	\$22,066,000	\$4,413,000	\$22,066,000 to \$26,479,000
Offices and Maintenance Garage	\$3,091,000	\$618,000	\$3,091,000 to \$3,709,000
Douglas Street Improvements	\$272,000	\$54,000	\$272,000 to \$326,000
Entrance Improvements	\$156,000	\$31,000	\$156,000 to \$187,000
Architectural Enhancements for Park System	\$694,000	\$139,000	\$694,000 to \$833,000
Existing Plant Improvements	\$461,000	\$92,000	\$461,000 to \$553,000
Public Restrooms	\$101,000	\$20,000	\$101,000 to \$121,000
Sewer Lift Station Modification	\$273,000	\$55,000	\$273,000 to \$328,000
Locate All High Service Pumping to New Water Treatment Plant	\$1,550,000	\$340,000	\$1,550,000 to \$1,890,000
Opinion of Construction Cost	\$28,664,000	\$5,762,000	\$28,664,000 to \$34,426,000
Additional Engineering Design	\$422,600		\$422,600
Construction Administration	\$2,300,000	\$434,000	\$2,300,000 to \$2,754,000
Total Project	\$31,386,600		\$31,386,600 to \$37,602,600

In an effort to help manage construction budgets, HDR proposes that the bidding documents include the Base Bid and two "Add Alternates" as follows:

Base Bid

- Design the plant without the office and maintenance garage area and relocate an office for water plant superintendent on the main floor and locker room in the lower level.
- Operating and maintenance staff would work from the control room
- Include a single level, 2 stall garage for minor maintenance and vehicle storage on the southwest corner of the plant
- Locate the public restrooms on the east end of the garage
- The opinion of construction cost savings for these modifications is \$4,491,000 to \$5,419,000.



Add Alternate #1: Redundant RO Water Treatment Skid

Discussion:

- The water treatment plant includes 3 RO skids. The plant is designed to produce 5 MGD with 2 operating RO skids. The third skid is to provide production redundancy, ensuring the water treatment plant will produce 5 MGD with the one skid out of service for maintenance or cleaning.
- RO treatment units are generally reliable.
- Cleaning operations are anticipated to be required every 4 to 6 months. Operations staff can schedule cleaning procedures to avoid peak summer water demand periods.
- The opinion of construction cost for each RO skid, associated pumping, and piping ranges from \$1,500,000 to \$1,800,000, decreasing the range of probable construction costs for the base water treatment plant to \$20,566,000 to \$24,679,000.
- The risk to the City is that the third skid may be required in the near future, such as 3 to 5 years.

Add Alternate #2: Offices and Maintenance Garage

Discussion:

- Includes the design as outlined in Table 1.

Table 2 summarizes our opinion of construction costs to bid the project with the two Add Alternate items.

Table 2 Opinion of Construction Costs		
Item		Range of Probable Construction Costs
Base Water Treatment Plant		\$20,566,000 to \$24,679,000
Douglas Street Improvements		272,000 to 326,000
Entrance Improvements		156,000 to 187,000
Existing Plant Improvements		461,000 to 553,000
Public Restrooms		101,000 to 121,000
Sewer Lift Station Modification		273,000 to 328,000
Architectural Enhancements for Park System		694,000 to 833,000
2- Stall Garage		150,000 to 180,000
Opinion of Construction Costs		22,673,000 to \$27,207,000
Add Alternate 1	Redundant Treatment Equipment	\$1,500,000 to \$1,800,000
Add Alternate 2	Office and Maintenance Garage (less 2- Stall Garage)	\$4,491,000 to \$5,419,000

**AMENDMENT No. 2 TO AGREEMENT
FOR
ENGINEERING SERVICES**

WHEREAS:

HDR entered into an agreement on November 14, 2013 to perform engineering services for Yankton Water Treatment Plant Design ("Project");

OWNER desires to amend this agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and City of Yankton do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged. Additional engineering services, compensation and schedule are presented in the exhibits listed below;

Exhibit A-1	Additional Services
Exhibit B-1	Compensation
Exhibit C-1	Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF YANKTON, SOUTH DAKOTA
"OWNER"

HDR
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: J. Michael Coleman, P.E.

TITLE: _____

TITLE: Vice President

ADDRESS: _____

Address: 6300 S. Old Village Place

Sioux Falls, SD 57108

EXHIBIT A-1

SCOPE OF SERVICES

SCOPE STATEMENT AND OBJECTIVE

The proposed water treatment plant expansion will be located adjacent to the Yankton's Water Treatment Plant #2 and Riverfront Park. Engineer has completed 30 percent plans for the plant expansion including several upgrades requested by city staff and design review committee. The plan was reviewed and approved by the Yankton City Commission. Engineer prepared an Opinion of Probable Construction Costs for the plant and requested upgrades. The Opinion of Probable Construction Costs resulted in higher than anticipated costs.

Because of future bidding uncertainty, Yankton's City Commission desires to modify the proposed plan to include a base bid and a bid alternate and allow for final decisions to occur following bid opening.

Base Bid. The base bid documents will include the water treatment plant and the following additional site and architectural features including:

- Expanded 5.0 MGD water treatment plant
- Douglas Street and Levee Street improvements to the Riverside Park entrance
- Provide the water plant entrance to be a focal point feature to enhance the aesthetics to the park
- Improvements to the existing Plant #2 including replacing the exterior to match the water plant expansion and the roof system
- Improve the exterior of the water plant to complement the features of Riverside Park and the Meridian Bridge
- A single office for the water plant superintendent
- A two vehicle garage
- Year around access public restroom
- Relocate and modify the sanitary sewer lift station to allow better access for future park facilities

Bid Alternate. The Bid Alternate will include the Base Bid items listed above and include additional garage/storage space and staff offices to consolidate all water department managers and operating staff to be relocated to the water treatment plant.

Additions to the base bid include:

- Add office space to accommodate all water department managers and staff
- Add garage space for water department vehicles, field materials and equipment, and workshop area

TASK SERIES 100 – PROJECT MANAGEMENT

Task 130 – Scheduling and Coordination of Bid Packages

- a.4) Water Treatment Plant Construction
 - (1) Base Bid documents
 - (2) Bid Add Alternate #1

Task Series 500 – Treatment Plant Design

Task 512 – Re-evaluate alternatives using 30 percent design Opinion of Probable Construction Costs considered in Task 510 – Facility Siting Study to include:

- a. Relocate all water treatment facilities (10 MGD capacity) to:
 - 1) Vicinity near Nebraska Wells
 - 2) Paddle Wheel Point
 - 3) Yankton Industrial Park
- b. Locate water treatment plant expansion (5 MGD) to:
 - 1) Paddle Wheel Point
 - 2) Yankton Industrial Park

Task 516 – Additions to Preliminary Design

- a. Douglas Street and Levee Street to improve the appearance and public safety to the Riverside Park Entrance
- b. Create a focal point feature to the water treatment plant entrance to showcase the facility and enhance aesthetics to the Riverside Park entrance
- c. Enhance the exterior of the water treatment plant to complement the features of the park setting and Meridian Bridge
- d. Provide improvements to the existing water treatment plant (Plant No. 2) to match the exterior of the new building
- e. Design roof replacement of the existing water treatment plant (Plant No. 2) building
- f. Include 2 vehicle garage for water department vehicles
- g. Include year around access public restroom from the Riverside Park Trail
- h. Include water treatment plant superintendent office space
- i. Relocate and modify sanitary sewer lift station to allow future access of park facilities and meet existing requirements

Task 517 – Prepare Include Bid Alternate

- a. Offices for all water department managers and staff and allow repurposing of Plant No. 1
- b. Garage space for water department vehicles, field materials and equipment, and workshop area

Deliverables:

- a. 30% Base Water Treatment Plant Plans
- b. 30% Water Treatment Plant Bid Alternate Plans
- c. 60% Base Water Treatment Plant Plans
- d. 60% Water Treatment Plant Bid Alternate Plans
- e. 90% Base Water Treatment Plant Plans
- f. 90% Water Treatment Plant Bid Alternate Plans
- g. Final Bidding Documents
 - 1) Base Bid
 - 2) Add Alternate Bid
 - 3) Bidding Instructions and Construction Specifications
- h. Contract award recommendation letter for Water Treatment Plant construction

Meetings

- a. Bi-weekly design review meetings with staff
- b. Four (4) City Commission meetings

Key Understandings and Assumptions modified as follows:

- a.1) Delete the final sentence “Connection between the two plants will be a breeze way located at the upper level.” and replace with “Access between the two plants will
- a.3) Modify “New administrative space” as follows:
 - a) Base Bid: Water Plant Superintendent office is assumed to be approximately 400 square feed
 - b) Bid Alternate: Includes Three (3) offices, staff training room, and men’s and women’s locker rooms

- a.4) Modify "Existing office and laboratory located at Plant No. 2 as follows:
 - a) Base Bid: Existing office and laboratory located at Plant No. 2 will be converted to an electrical room
 - b.1) Modify to read: "Iron and manganese filtration will include filter-to-waste and turbidity monitoring to meet the series of water treatment rules, including Interim Enhanced Surface Water Treatment Rule, Long Term 1 Surface Water Treatment Rule and Long Term 2 Surface Water Treatment Rule assuming the source water is classified as Bin 1.
 - b.2) Delete section
 - b.4) Modify to read: "Free chlorine disinfection will be provided by bulk sodium hypochlorite."
 - f. Modify the section to read: "Contract documents will be based on EJCDC General Conditions for Construction Contracts using the 6-digit (46 Division) format."

**EXHIBIT B-1
COMPENSATION**

Compensation for ENGINEER'S services under this Amendment shall be on the basis of Direct Labor Costs times a factor of 3.15 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$422,600 (four hundred twenty two thousand six hundred dollars).

Task	Labor	Expenses	Total Fee
Base Bid	\$314,800	\$29,300	\$344,100
Bid Alternate	\$71,800	\$6,700	\$78,500
Amendment Total	\$386,600	\$36,000	\$422,600

Updated Project Fee Summary

Original Agreement:	\$1,990,400
Amendment #1	\$53,475
Amendment #2	\$422,600
Revised Fee	<u>\$2,466,475</u>

Memorandum #15-294

To: Amy Nelson, City Manager
From: Adam Haberman PE, Public Works Manager
Subject: Fifth Amendment to Revised Joint Powers Agreement and South Dakota Solid Waste Management Program Loan Acceptance
Date: November 16, 2015

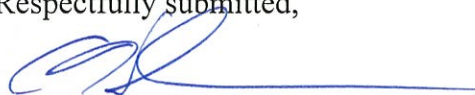
A fund request was submitted to the South Dakota Department of Environment and Natural Resources by the City of Yankton in consideration of the Joint Powers Association (JPA) operation of the solid waste transfer station located in Yankton. A reconfiguration of the transfer station entrance and replacement of the existing scale are necessary in order to accommodate growth in traffic associated with solid waste, construction debris, and recycling materials that are brought to this facility. The scale is beyond its existing life and is in need of replacement. Along with the scale replacement, the entrance will be reconfigured to accommodate increasing volumes and improve safety associated with customer traffic. The upgrade to the transfer station will create an easier and safer facility for its patrons.

The City of Yankton was recently successful in obtaining grant and loan funds from the Solid Waste Management Program through the South Dakota Department of Environment and Natural Resources. The awarded funds are a \$300,000 grant and a \$450,000 loan at 2.25% to be paid back over 10 years, for a total project budget of \$750,000. Attached is a Fifth Amendment to Revised Joint Powers Agreement, which must be approved by the entities comprising the Joint Powers Association in order to secure loan funding for the transfer station improvements. The purpose of the Fifth Amendment to Revised Joint Powers Agreement is to modify the Joint Powers Agreement to reflect conditions of the loan funding being obtained from the South Dakota Solid Waste Management Program.

It is requested that the Joint Powers Association members approve and sign the attached Fifth Amendment to Revised Joint Powers Agreement in order for the City of Yankton to execute the acceptance of the loan funding agreement through the Solid Waste Management Program, loan number 2016L-SW-301, which includes a loan as outlined above totaling \$450,000 to complete the proposed improvements.

This memorandum provides for the City's acceptance of the loan in conjunction with Resolution # 15-77 approving the loan which is made available by the State. It is recommended that the City Commission approve the Fifth Amendment To Revised Joint Powers Agreement, and authorize the Mayor to execute the acceptance of South Dakota Solid Waste Management Program loan number 2016L-SW-301 totaling \$450,000 and Resolution #15-77 to complete the proposed improvements.

Respectfully submitted,

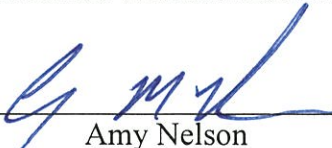


Adam Haberman PE
 Public Works Manager

Recommendation: It is recommended that the City Commission approve the Fifth Amendment to Revised Joint Powers Agreement, and authorize the Mayor to execute the acceptance of South Dakota Solid Waste Management Program loan number 2016L-SW-301, and Resolution #15-77, as attached to complete the proposed transfer station improvements.

 X I concur with this recommendation

 I do not concur with this recommendation



Amy Nelson
City Manager

 Roll call

RESOLUTION NO. 15-77

RESOLUTION GIVING APPROVAL TO CERTAIN SOLID WASTE IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the "Act") as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized to borrow money and issue its revenue bonds under South Dakota Codified Laws, Chapters 9-40 (the Act) and 6-8B in order to defray the cost of funding improvements, extensions and additions to its solid waste system and is authorized to issue its obligations in order to defray the cost thereof, and to make all pledges, covenants and agreements authorized by law for the protection of the holders of the obligations; and,

WHEREAS, the City of Yankton, South Dakota (the City), together with the City of Vermillion, South Dakota, Yankton County, South Dakota and Clay County, South Dakota (collectively, the Members), owns, administers and operates an integrated solid waste management system (the System), for municipal, industrial and domestic purposes, under a Revised Joint Powers Agreement, dated November 14, 2012, by and among the Members, and has determined that the replacement of the weigh scale for the regional landfill facility in conjunction with reconfiguring the public's access routes is necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its solid waste system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its solid waste facilities for the purpose collecting and disposing of solid waste from domestic, municipal, and industrial purposes (the "System") and has applied for a Loan to finance the improvements;

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. Declaration of Necessity and Determination of Facilities Financed. The City desires and hereby determines it is necessary to improve its solid waste facilities within its System, as described in Exhibit A hereto (the "Project"). The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law. The City hereby determines that the Project will substantially benefit the entire System and all of its inhabitants within the meaning of SDCL 9-40-15 and SDCL 9-40-17. Therefore the City hereby determines that for the purposes of the Act, including, in particular, SDCL 9-40-17, the net income or revenues of the entire System, as

extended, added to, or improved by the Project shall be deemed to be the net income or revenues available to be pledged to the payment of the bonds issued hereunder.

2. Approval of Loan. The City hereby determines to finance up to \$450,000 of the costs of the Project through the issuance of utility revenue bonds (the "Revenue Bond").

3. Approval of Loan Agreement. The execution and delivery of the Solid Waste Management Program Loan Agreement (the "Loan Agreement") between the City as Borrower and the South Dakota Board of Water and Natural Resources (the "Board"), is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

4. Approval of Revenue Bonds. The issuance of the Revenue Bond in aggregate principal amount not to exceed \$450,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the Board, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in SDCL 9-40-19.

5. Paying Agent/Registrar. The Revenue Bond shall be payable at the office of the Board of Water and Natural Resources. The Finance Officer is hereby designated as paying agent and registrar.

6. System Fund Accounts. For the purpose of application and proper allocation of the income of the System and to secure the payment of principal of and interest on the Revenue Bond, the following mandatory segregation accounts shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

(a) Revenue Account. There shall be deposited in the Revenue Account as received the entire gross revenues derived from the operation of the System collected pursuant to the ordinances or regulations of the City Council (the "Rate Ordinance") including future improvements, enlargements, extensions and repairs thereto (the "Gross Revenues"). Moneys from the System Revenue Account shall be transferred periodically into separate accounts as provided below.

(b) Operation and Maintenance Account. There shall be established the General Operation and Maintenance Account. Out of the remaining revenues of the System

Revenue Account after application described in (c) and (d) below, there shall be set aside each month into the General Operation and Maintenance Account, a sum sufficient to provide for the payment of the next month's current expenses of administration and operation of the remainder of the System and such current expenses for the maintenance thereof as may be necessary to preserve the remainder of such System in good repair and working order. The term current expenses shall be construed to include all reasonable and necessary costs of operating, repairing, maintaining and insuring the System, including without limitation salaries, supplies and rent t, but shall exclude General Depreciation Account and System Debt Service Account.

(c) System Debt Service Account. Out of the revenues in the System Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated System Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal and interest on, the Revenue Bond and any reserve determined by the City Council to be necessary. The amount set aside monthly shall be not less than one-sixth of the total principal, interest, and other amounts payable on the following June 1 or December 1, and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

(d) Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the System Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the City Council to be a proper and adequate amount for repair and depreciation of the System.

(e) Surplus Account. There shall be established the General Surplus Account. Revenues remaining in the System Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be credited to the General Surplus Account. If at any time there shall exist any default in making any periodic transfer to the System Debt Service Account, the City Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the General Surplus Account. If any such default shall exist as to more than one account at any time, then such transfer shall be made in the order such accounts are listed above.

When not required to restore a current deficiency in the System Debt Service Account, moneys in the General Surplus Account from time to time may be used for any of the following purposes and not otherwise:

i. To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;

ii. To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the System Debt Service Account and the Depreciation Account are sufficient to meet all payments

required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:

iii. To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

iv. To be used for any other authorized municipal purpose designated by the City Council.

No moneys shall at any time be transferred from the General Surplus Account or any other account to any other account of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as allowed by this Section.

7. Pledge of Revenues. The Revenue Bond, together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the System Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of and interest on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the System or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the System, and depreciation, and the Rate Ordinance shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 8 or any other covenant or agreement in the Loan Agreement.

8. Additional Bonds. As permitted by SDCL 9-40-8 and SDCL 9-40-9, additional Bonds payable from revenues and income of the System may be issued, as permitted in the Loan Agreement and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

9. General Covenants.

(a) The City hereby covenants and agrees with the Board and other owners of the Revenue Bond that it will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

- (b) The City agrees and covenants that it will promptly construct the improvements included in the Project.
- (c) The City covenants and agrees that pursuant to SDCL 9-40-28 and SDCL 9-40-29, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the System and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the collection and treatment of wastewater for municipal, industrial, and domestic purposes within the City.
- (d) The City covenants and agrees with the Board and other owners of the Revenue Bond that it will maintain the Project and the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to SDCL 9-40-19.
- (e) The Finance Officer shall cause all moneys pertaining to the Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Revenue Bond and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Account may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.
- (f) In the event of mismanagement of the System, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project or System are dissipated, wasted or diverted from their proper application as

set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to SDCL 9-40-33, and agrees that the receiver will have the powers set forth therein, and in SDCL 9-40-34 and SDCL 9-40-35 to operate and administer the System, and charge and collect rates as described therein.

10. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

11. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

12. Definitions. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

13. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at City of _____, South Dakota, this _____ day of _____
201__.

APPROVED:

Mayor
City of _____

(Seal)

Attest: _____
Finance Officer

Adopted: _____, 201__
Approved: _____, 201__
Published: _____, 201__

EXHIBIT A

DESCRIPTION OF THE PROJECT

The city of Yankton is to replace the weigh scale as well as make improvements to the ingress and egress routes to sufficiently handle expected traffic loads at the transfer station.

STATE OF SOUTH DAKOTA
BOARD OF WATER AND NATURAL RESOURCES

SOLID WASTE MANAGEMENT PROGRAM
LOAN AGREEMENT

LOAN AGREEMENT made and entered into this ____ day of _____, 201_, by and between the South Dakota Board of Water and Natural Resources, 523 East Capitol Avenue, Pierre, South Dakota 57501-3182 (the "Board"), and the City of Yankton, PO Box 176, Yankton, SD 57078-0176 (the "Borrower").

WHEREAS, the Board of Water and Natural Resources (the "Board") received an appropriation for the Solid Waste Management Program (the "Program") pursuant to Senate Bill 173, section 9, adopted by the 2015 SD Legislature as an emergency measure whereby the Board may make loans to eligible Borrowers from the water and environment fund created pursuant to SDCL 46A-1-60 under the Program established pursuant to SDCL 46A-1-83.; and,

WHEREAS, the Board of Water and Natural Resources (the "Board") has received an appropriation for regional landfill projects pursuant to Senate Bill 173, section 10, adopted by the 2015 SD Legislature as an emergency measure whereby the Board may make loans to eligible Borrowers from the water and environment fund created pursuant to SDCL 46A-1-60 for the purpose of constructing, enlarging, or upgrading regional landfills; and,

WHEREAS, the Borrower has applied to the Board for assistance under the Program for the Project described herein, and is authorized under applicable statutes, ordinances and regulations to enter into this Loan Agreement, and to issue its Borrower Bond, as herein defined, to the Board for the purposes described herein, and pursuant to its powers under the Act, the Board desires to loan to the Borrower from the water and environment fund the amount necessary to enable the Borrower to finance, refinance or reimburse itself for the costs of the Project; and

WHEREAS, the Borrower desires to borrow such amount from the Board subject to the terms and conditions and for the purposes set forth in this Loan Agreement, and the Borrower is authorized under applicable laws, ordinances and regulations to enter into this Loan Agreement and to issue the Borrower Bond for the purposes set forth herein; and

WHEREAS, loaning amounts from the water and environment fund to the Borrower to enable the Borrower to finance, refinance or reimburse itself for the costs of the Project, as herein defined, will carry out the purposes of the Program;

NOW THEREFORE, for and in consideration of the premises and the covenants and representations herein contained, the parties mutually agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1. Definitions. The following terms when used in this Loan Agreement shall have the meanings indicated in this section unless the context clearly requires otherwise:

“Act” means SDCL chapters 46A-1, 46A-2 and 34A-6 as now in effect and as it may be from time to time amended, together with any applicable rules promulgated by the Board thereunder.

“Authorized Representative” means, in the case of the Board, the Chairman or Secretary of the Board; in the case of the Borrower, its Mayor; and in the case of both, such additional persons as may be designated by resolution to act on behalf of the Board or the Borrower, as the case may be.

“Board” means the South Dakota Board of Water and Natural Resources, a state agency created pursuant to SDCL 1-40-5.

“Board Resolution” means the Resolution adopted by the Board of Water and Natural Resources on the 24th day of September, 2015 with respect to the Borrower, the Project, the Borrower Bond and this Loan Agreement.

“Bondholder” or “Holder” or similar terms, when used with respect to the Borrower Bond, means the registered owner of the Borrower Bond.

“Borrower” means the entity which has entered into this Loan Agreement with the Board.

“Borrower Bond” means the revenue bond or bonds executed pursuant to this Loan Agreement, evidencing the Borrower’s obligations to pay the principal of, and interest on the Loan pursuant to this Loan Agreement, substantially in the form of Appendix B hereto.

“Borrower Resolution” means the Resolution or Ordinance adopted by the Borrower on the ___ day of _____, 201_ with reference to the Project, the Borrower Bond, and this Loan Agreement.

“Closing Date” means the date of execution and delivery of this Loan Agreement and the Borrower Bond.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the Borrower’s System or Project, as the case may be, selected by the Borrower and satisfactory to the Board.

“Collateral Documents” means any mortgage, security agreement, guaranty, or other document or agreement received by the Board securing the obligations of the Borrower under this Loan Agreement and the Borrower Bond, for purposes of the Project. If no Collateral Documents are entered into, then further reference to Collateral Documents in this Loan Agreement shall be of no force and effect.

“Committed Amount” means the amount committed to be loaned to the Borrower by the Board pursuant to the terms of this Loan Agreement.

“Completion Certificate” means the certificate regarding completion of the Project required by Section 3.4.

“Completion Date” means the date of completion of the Project as evidenced by a Completion Certificate.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the Borrower’s System or Project, as the case may be, selected by the Borrower and satisfactory to the Board.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state.

“Debt” means (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services, and expressly including the obligation to pay principal and interest on or with respect to revenue bonds, (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles, and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations, contingent or otherwise, to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in subdivisions (1) and (2) above.

“Event of Default” means any event described in section 6.1 hereof.

“Initial Loan Amortization Date” means _____, 201__ or, if earlier, the earliest of the following: (a) the first Loan Payment Date following the month the full Committed Amount is disbursed pursuant to Section 4.1, or (b) the first Loan Payment Date following the date on which Borrower is required to deliver the Completion Certificate pursuant to Section 3.4 of the Loan Agreement.

“Loan” means the Loan made by the Board to the Borrower pursuant to the terms of this Loan Agreement and as evidenced by the Borrower Bond.

“Loan Agreement” means this Loan Agreement, including the Appendices and amendments hereto.

“Loan Documents” means this Loan Agreement, the Borrower Bond and the Collateral Documents, collectively.

“Loan Payment Date” means the semi-annual dates on which Loan Payments on the Borrower Bond are due as set forth herein.

“Loan Payments” means the payments of principal of and interest on the Loan pursuant to this Loan Agreement and the Borrower Bond and all other payments required under this Loan Agreement and the Borrower Bond.

“Loan Term” means the period commencing with the Closing Date and continuing until the Borrower Bond and interest thereon have been paid in full, or provision for such payment has been made as provided herein, and all obligations hereunder have been satisfied.

“Net Revenues Available For Debt Service” means, for the period of determination, total operating revenues from the Borrower’s solid waste management system (the “System”), excluding investment income, grants, penalties, tipping fees, membership fees and similar income not received from the use of the System by the users, but including the proceeds of any business interruption insurance, less expenses of such System other than amortization of financing expenses, depreciation and interest, provided there shall be excluded from both revenues and expenses any profits or losses on the early extinguishment of debt or the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets and other extraordinary gains or losses.

“Opinion of Counsel” means an opinion in writing of Counsel selected by the Borrower and acceptable to the Board.

“Program” means any program now or hereafter described in the Act pursuant to which the Board of Water and Natural Resources makes loans to private or public entities for various solid waste planning and management purposes, or for other projects or purposes authorized by the Act.

“Project” means the equipment, facilities, improvements and activities financed, or the cost of which is being reimbursed to the Borrower pursuant to this Loan Agreement and the Borrower Bond, as described in Appendix A hereto.

“Project Costs” means all those costs and expenses of the Project approved by the Board as eligible costs.

“Public Entity” means a municipality, county, sanitary district, water user district, water project district, township, irrigation district, watershed district, water development district, conservation district, or any other political or administrative subdivision of state government recognized by state law.

“State” means the State of South Dakota.

“System” means the Borrower’s regional landfill for municipal, industrial and domestic solid waste.

“System Debt” means Debt incurred to acquire, construct, extend, improve, add to or otherwise pay expenses of or related to the Borrower’s System, without regard to whether the source of payment or security for such Debt constitutes general obligation or revenue Debt.

“System Debt Service” means, for the period of determination, all required payments of principal and interest, including mandatory sinking fund redemptions, on all System Revenue Debt of the Borrower.

“System Revenue Debt” means all debt of the Borrower which is secured wholly or partially by the Borrower’s System Revenues.

“System Revenues” means revenues, gross or net, received by the Borrower from or in connection with the operation of the System.

Section 1.2. Rules of Interpretation.

For all purposes of this Loan Agreement, except as otherwise expressly provided herein or except as the context otherwise requires:

- (a) The Loan Documents will be governed by and interpreted in accordance with the laws of the State.
- (b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subsection, refer to this Loan Agreement as a whole rather than to any particular section or subsection.
- (c) References to statutes or administrative rules are to be construed as including all provisions consolidating, amending or replacing the statute or rule to which reference is made.
- (d) The headings of the Articles and sections are for convenience only and are not a part of this Loan Agreement.
- (e) The singular includes the plural and vice versa, and the masculine includes the feminine, and vice versa.
- (f) “Or” is not exclusive but contemplates or permits one or more or all of the alternatives conjoined.
- (g) References to mail shall be deemed to refer to first class mail, postage prepaid, unless another type of mail is specified.

(h) References to specific persons, positions or officers shall include those who or which succeed to or perform their respective functions, duties or responsibilities in connection with the Loan.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations of the Borrower. The Borrower makes the following representations:

(a) The Borrower is a public entity duly organized and existing under the laws of the State; has taken all proper action, including adoption of the Borrower Resolution, to authorize the execution, delivery and performance of its obligations under the Loan Documents, and the incurring of the debt represented by the Borrower Bond in the maximum amount of the Committed Amount, and has the necessary power and authority, together with all licenses and permits required to own and operate the System and carry on its current activities with respect to the System, and to enter into and consummate all transactions contemplated by the Loan Documents, and to carry out its obligations hereunder and thereunder.

(b) There is no action, suit, proceeding, inquiry or investigation at law or in equity, by or before any judicial or administrative court, agency or body, pending or threatened against the Borrower or its System, wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Loan Documents, or would materially adversely affect the ability of the Borrower to comply with its obligations under the Loan Documents.

(c) No referendum petition has been filed with respect to any ordinance or resolution of the Borrower relating to the Loan Documents, and the period for filing any such petition has expired.

(d) Neither the execution and delivery of the Loan Documents, the consummation of the transactions contemplated thereby, nor the fulfillment of, or compliance with the provisions of the Loan Documents will conflict with or result in the breach of any of the terms, conditions or provisions of the Act, or any restriction, agreement, or instrument to which the Borrower is a party, or by which it is bound, or result in the creation or imposition of any lien of any nature upon any of the property of the Borrower under the terms of any such instrument or agreement, nor will such action result in the violation of any provisions of any laws, ordinances, governmental rules and regulations, or court or other governmental orders to which the Borrower, its property or operations are subject.

(e) No event of default has occurred in any agreement or instrument as to any outstanding indebtedness of the Borrower for money borrowed and no condition,

event or act exists which, with the lapse of time or the giving of notice, would constitute an event of default under any such agreement or instrument. The Borrower is not in violation of any term of any restriction, agreement, indenture, ordinance, resolution, charter, or other instrument to which it is a party or which it or its property may be bound, which violation would materially adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms of the Loan Documents.

(f) The Borrower has duly acquired and obtained those rights-of-way, easements, permits, licenses, or other authorizations necessary for the ownership and operation of the System and the construction of the Project, except those licenses, permits and other authorizations to be received upon completion of the Project, and agrees to acquire all such authorizations in the future as may be required for its System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to operate its System as presently operated, or the condition of the Borrower's System, financial or otherwise, or the Borrower's ability to perform its obligations under the Loan Documents.

(g) This Loan Agreement, the Borrower Bond, and any Collateral Documents to which the Borrower is a party are the legal, valid and binding obligations and agreements of the Borrower, enforceable against the Borrower according to their terms, except as the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(h) The Project is a solid waste project permitted to be financed by the Board, and consists of the facilities, improvements and activities described in Appendix A, as such Appendix may be amended from time to time.

(i) There is no fact that the Borrower has not specifically disclosed in writing to the Board that materially and adversely affects or, except so far as pending or proposed legislation or regulations that are a matter of general public information, that will materially adversely affect the properties, operations and finances of the Borrower's System, its status as a Public Entity, its ability to own and operate the System, in the manner it is currently operated, or the Borrower's ability to perform its obligations under the Loan Documents, or to pledge any revenues or property to the payment of the Loan Payments.

Section 2.2. Covenants of the Borrower. The Borrower covenants and agrees as follows:

(a) The Borrower shall, at all times during the term of this Loan Agreement and while any of the Borrower Bond is outstanding, keep and maintain with respect to the Project and the System property and casualty insurance and liability insurance with insurers licensed to do business in the State, or risk pool coverage programs described in SDCL chapter 3-22, against such risks and in such amounts as are

customary in the State for entities of the same or similar size and type as the Borrower, and similarly situated with facilities of the System's type, and provide proof of such coverage to the Board.

(b) In the event of cancellation of coverage the Borrower will promptly obtain replacement insurance with the same or substantially similar coverage and provide proof of such coverage to the Board. In the event of a substantial change in insurance, issuance of a new policy, renewal, replacement, or changes in coverage, the Borrower will promptly provide written notice of such changes to the Board and provide a new certificate of insurance showing continuous coverage in the amounts required. If any Project or portion thereof has been completed prior to Closing, the Borrower shall deliver to the Board at Closing a certificate providing the information required by Section 2.2(a).

(c) The Borrower shall grant the Board and its authorized representatives the right at all reasonable times and upon reasonable notice, to enter upon the property of the Borrower for the purpose of inspecting the Project and/or any or all books and records of the Borrower related to the Project.

(d) The Borrower shall immediately upon the execution and delivery of this Loan Agreement, at its own expense, cause this Loan Agreement, the Borrower Bond, and any Collateral Documents granting a security interest or lien in revenues or property, and any financing statements or other documents relating thereto to be filed, recorded, or registered in such manner and in such places, and to otherwise do such acts as are reasonably deemed necessary or advisable to fully perfect and protect the lien and security interest granted to the Board, and to continue the perfection of such security interest and lien. The Borrower agrees to execute any further documents, agreements instruments or other writings that may be requested by the Board for such perfection and protection, including executing and filing continuation statements.

(e) The Borrower agrees to maintain the necessary and appropriate accounts, records and books in which full and correct entries are made, in accordance with generally accepted financial and reporting standards as promulgated by the Governmental Accounting Standards Board, or the Financial Accounting Standards Board, as appropriate, or an Other Comprehensive Basis of Accounting as defined by the American Institute of Certified Public Accountants, as appropriate, and agrees to maintain Project accounts as separate accounts. The Board and its authorized representatives shall have the right to inspect such books and accounts upon reasonable notice, during normal business hours.

(f) The Borrower agrees that each year it shall prepare and send to the Board:

(1) when adopted, its final budget, within 30 days of adoption; and,

(2) an unaudited statement of the financial position of the Borrower as of the close of the fiscal year and the related statements of revenues and expenses, cash flows, fund balances and changes in fund balances for such fiscal year, all prepared in accordance with generally accepted accounting standards as promulgated by the Governmental Accounting Standards Board, the Financial Accounting Standards Board, or an Other Comprehensive Basis of Accounting as appropriate, and certified by a responsible official of the Borrower. Such statement shall be prepared by the Borrower within 120 days of the end of the Borrower's fiscal year.

In addition, Borrower shall send the Board copies of any financial and compliance audit required by state law within 15 days of issuance or acceptance by the State Department of Legislative Audit. In addition, Borrower will send to the Board a copy of any internal control review report done by or submitted to the State Department of Legislative Audit within 15 days after it has been issued or accepted by the State Department of Legislative Audit. The Borrower agrees to comply with the Single Audit Act of 1984 as amended.

The Borrower agrees to provide to the Board, in connection with any sale or other assignment by the Board of any or all of its rights under the Loan Documents and the Borrower Bond, any and all financial and other information and documents which the Board requests in order to prepare a preliminary or final official statement or other disclosure document to be delivered to purchasers or offerees of the additional Bonds or of direct or indirect interests in any or all of the rights of the Board under the Loan Documents and the Borrower Bond.

The Borrower represents that any such information and documents supplied by the Borrower, taken as a whole, will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Borrower agrees, whenever requested by the Board, to provide and certify, or cause to be provided and certified, such information concerning the Borrower, its System, its finances, the Project, or such other topics as the Board from time to time reasonably considers necessary or appropriate, including such information as necessary to enable the Board or its authorized representatives to make any reports required by state or federal law or regulation.

(h) The Borrower has complied and shall comply with all conditions and requirements of the Act pertaining to the Loan or the Project, and covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(i) The Borrower represents that within six months after the date of this Loan Agreement, the Borrower expects to incur a substantial binding obligation to commence or acquire the Project to be financed by the Loan and upon incurring such binding obligation, agrees that work on or acquisition of the Project will proceed with due diligence to completion.

Section 2.3. Loan Closing Submissions. On or prior to the disbursement of funds pursuant to this Loan Agreement, the Borrower shall submit to the Board all documents required by the Loan Documents and the applicable statutes and regulations. In addition, the Borrower shall submit to the Board the following items:

- (a) the executed Borrower Bond;
- (b) an executed counterpart of this Loan Agreement;
- (c) a certified resolution of the Borrower's governing body approving the Loan, this Loan Agreement, the Borrower Bond, and the Loan Documents;
- (d) any certificate of insurance required by the Loan Agreement or the Loan Documents, including, if applicable, a title insurance policy;
- (e) an Opinion of Counsel in substantially the form of Appendix D attached hereto;
- (f) such other certificates, documents and other information as the Board may require.

Once the documents listed above have been executed and delivered, the Loan will be deemed closed.

ARTICLE III

PURCHASE OF BONDS

Section 3.1. Use of the Proceeds. The Borrower shall apply the proceeds of the Loan from the Board solely to the financing, refinancing or reimbursement of the costs of the Project as set forth in Appendix A hereto. Unless the Project has been completed prior to closing, the Borrower agrees to construct the Project with all reasonable dispatch, and to use all reasonable efforts to cause such construction to be completed and the Committed Amount expended for the costs of the Project as soon as reasonably possible.

Section 3.2. The Project. Set forth in Appendix A hereto is the Borrower's description of the purposes for which it intends to use the proceeds of the Loan. The property which has been or is to be acquired, installed or improved, the construction which has been or is to be undertaken, and the other activities, if any, to be funded, as described in Appendix A, are herein referred to as the Project. The Project may consist of more than one facility or activity. The

Project may be amended by the Borrower, with the prior written consent of the Board. Proposed amendments to the Project shall be submitted to the Board in writing, stating the reasons for the amendment and the impact of the amendment on the amount of loan proceeds required to complete the Project.

Section 3.3. Project Representations and Covenants. The Borrower hereby represents and covenants that:

- (a) all construction on the Project has complied or will comply with applicable federal, state and local laws, regulations, ordinances, and standards;
- (b) all construction will be done pursuant only to a fixed price contract, and that the Borrower will obtain performance and payment bonds from the contractor for each construction contract in the amount of 100% of the contract price, and ensure that such bonds are maintained until the construction is completed;
- (c) all land surveys will be conducted by a land surveyor registered in the State of South Dakota, and the final plans and specifications will be prepared under the supervision of a professional architect or engineer licensed and registered in the State of South Dakota. All construction will be done in accordance with the plans and specifications on file with the Board, and all changes made in those plans and specifications will be filed with the Board. The Borrower will maintain an “as built” set of plans and specifications and an acceptance certificate completed by the architect or engineer in charge of the Project at its principal place of business;
- (d) the Project is the type of project permitted to be financed under the Program.

Section 3.4. Completion of the Project. Upon completion of the Project, the Borrower shall deliver to the Board a Completion Certificate stating that the Project is complete, indicating the amount of the Committed Amount which will be required to pay any remaining Project costs, stating that all other costs and expenses of the Project have been paid, and that there exists no lien or encumbrance with respect to the Project, and releasing the remainder of the Committed Amount, if any. If Appendix A describes more than one separate project as making up the Project, a Completion Certificate shall be required for each project. The Completion Certificate shall be accompanied by an acceptance certificate from the architect or engineer in charge of inspecting and monitoring the construction of the Project for the Borrower, stating that the construction was completed substantially in accordance with the plans and specifications therefor.

Section 3.5. Reduction of Project Costs. If all or a portion of the Project is canceled or scaled back, and the costs of the Project are thereby reduced, or if for any reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the Board, and release the portion of the Committed Amount which will not be needed.

Section 3.6. Loan Term. The Borrower's obligations under the Loan Documents shall commence on the date hereof unless otherwise expressly provided in this Loan Agreement. Provided, however, that the obligation to make payments as set forth herein and in the Borrower Bond shall commence only upon the first disbursement of loan proceeds. The Borrower's obligations shall terminate upon payment in full of all amounts due under the Loan Documents. Provided, however, that the Borrower's obligations as set forth in sections 7.1, 9.4 and 10.5 hereof shall survive such termination.

ARTICLE IV

LOAN TO THE BORROWER

Section 4.1. The Loan; Disbursement of Loan. The Board agrees that upon satisfaction of the terms and conditions set forth in this Loan Agreement and compliance by the Borrower with those state laws dealing with the issuance of the Borrower Bond for the Project, it will loan to the Borrower an amount up to \$450,000 (the "Committed Amount") in accordance with the terms and conditions of this Loan Agreement, such loan to be evidenced by the purchase by the Board from the Borrower of the Borrower Bond, for the purpose of financing, refinancing, or reimbursing the Borrower for the eligible costs of the Project. The loan shall be disbursed as follows:

(a) The loan proceeds will be kept in the state treasury, in the water and environment fund, and shall be disbursed based upon the Borrower's request for disbursements, subject to satisfaction of the terms and conditions of this Loan Agreement and satisfaction of all applicable preconditions imposed upon the Board, Borrower and Project by law. Borrower shall submit signed requests for disbursement on a form prescribed by the Board, together with all attachments required by such form. Disbursements may be obtained only for those Project costs which have been legally incurred, and which are due and payable, or have been paid by the Borrower. The Borrower will designate, by duly adopted resolution, an official to certify on Borrower's behalf that the request submitted is correct and is a valid expenditure for the Project. The Borrower is required to submit a W-9 form with the "Required Direct Deposit Information" completed which will authorize the Board to make electronic payments by direct deposit and provide electronic payment notification to the Borrower. This form is available through the DENR Fiscal Office or it can be downloaded directly from <http://denr.sd.gov/dfta/wwf/VendorACHW-9Form.pdf>. The Borrower must fax the completed form to (605) 773-4068, or scan and email to DENRINTERNET@state.sd.us with "Attn: Fiscal Office" in the subject line, or mail it to:

DENR Fiscal Office
523 East Capitol
Pierre, SD 57501-3182

The Board reserves the right, at its option, to disburse the funds directly to the contractor or sub-contractor supplying the service or material for which the payment is sought. Disbursements for travel and subsistence may not exceed the rates established in the rules and regulations of the State Board of Finance relating to travel and subsistence expenses for state employees. No funds will be disbursed until all fees owed by the Borrower to the Department of Environment and Natural Resources are paid.

(b) The Board shall note disbursements on Schedule A to the Borrower Bond.

ARTICLE V

REPAYMENT OF THE LOAN

Section 5.1. Repayment. The Borrower shall repay to the Board the principal sum loaned to it as set forth in this Loan Agreement and in the Borrower Bond, together with interest on the unpaid principal sums at the rate of 2.25% per annum, payable in semiannual payments due over a term of 10 years from the Initial Loan Amortization Date (the "Loan Payments"). Loan Payments will be in lawful money of the United States, and shall be paid to the Board. Interest shall be calculated on the basis of a year of 360 days made up of 12 months of 30 days each.

Loan Payments shall be due in the amounts set forth in Schedule B to the Borrower Bond. The amount of the Loan Payment consisting of principal and the amount consisting of interest shall be set forth in Schedule B to the Borrower Bond. The Board shall cause Schedule B to be prepared and delivered to the Borrower upon completion of disbursements for the Project as described herein. Past due Loan Payments shall bear interest at the rate of 8% per annum, until paid.

Section 5.2. Other Amounts Payable. The Borrower shall also pay within 30 days of receipt of a bill therefor, all reasonable expenses of the Board with relation to this Loan, the Loan Agreement, the Borrower Bond, and the Collateral Documents, including but not limited to:

- (a) the costs of reproducing the Loan Documents;
- (b) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the execution and delivery of the Loan Documents and the Project, including all recording and filing fees;
- (c) all expenses, including attorney fees, relating to any amendment, waiver, consents, collection proceedings, or enforcement actions in connection with or with respect to the Loan Documents.

Section 5.3. Prepayment. The Borrower shall have the option to prepay all or any part of the Borrower Bond under and pursuant to this Loan Agreement. Such prepayments shall not in any way alter or suspend any obligations of the Borrower under the terms of the Loan Documents,

except to the extent that such payments result in a credit against payments on the Borrower Bond. If prepayments are made, such payment must include accrued interest to the date of prepayment on the amount of principal prepaid, and principal payments shall be reduced in inverse order of maturity.

Section 5.4. Obligations of the Borrower Unconditional. The obligations of the Borrower to make the payments required by this Loan Agreement and the Borrower Bond, and to perform and observe any and all of the other covenants and agreements on its part contained herein and therein, shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Board or Bondholders. The Borrower agrees it will not (a) suspend, discontinue or abate any payments required by the Loan Agreement or the Borrower Bond, (b) fail to observe any of its other covenants and agreements in the Loan Documents, (c) seek judicial or other relief from the obligation to make such payments or perform such covenants and agreements, or (d) terminate this Loan Agreement, the Borrower Bond or the Collateral Documents for any cause whatsoever, including, without limitation, failure to complete the Project, failure of consideration, commercial frustration of purpose, destruction of or damage to the Project or the System, any dispute with the Board, any change in applicable laws and regulations, or any failure of the Board to perform any of its agreements, provided that nothing contained in this section shall be construed to release the Board from performance of its agreements on its part contained in this Loan Agreement.

Section 5.5. Security for Loan Payments.

(a) In order to secure the payments required pursuant to the terms of this Loan Agreement and the Borrower Bond, and to secure the performance by the Borrower of all of its covenants express or implied in the Loan Documents, the Borrower hereby irrevocably pledges to the Board all income and revenues of the System, including, without limitation, fees, charges to users of the System, penalties and hook-up fees, sign-up fees, proceeds of business interruption insurance, proceeds from the sale of property constituting part of the System and investment income on all such revenues, but only to the extent that the revenues exceed the amounts necessary to operate and maintain the System, provided there shall be excluded from this pledge the proceeds of any federal or state grant or loan, and the investment income therefrom, to the extent such exclusion is a condition of such grant or loan.

The Borrower represents that there are no liens on such revenues and that it shall not grant or permit to exist any lien on such revenues which is superior to the lien granted in this section. The Borrower represents that this pledge of revenues constitutes the first priority perfected security interest in its revenues, except for the parity debt set forth in Appendix F hereto, and that other than the liens granted to secure the indebtedness set forth in Appendix F. The Borrower agrees to set aside in a separate account the amount of revenue and income necessary to make the Loan Payments. The Borrower has not granted and shall not grant any lien on its System Revenues without the express prior written consent of the Board,

except as provided in this section, and except for liens securing System Debt outstanding on the date of this Loan Agreement which has been disclosed in Appendix F hereto.

(b) The Borrower recognizes that the statutory mortgage provisions of chapter 9-40, SDCL, are applicable to this Loan Agreement and the Borrower Bond. The Board, as holder of the Borrower Bond, shall have all the rights and remedies of a bondholder under chapter 9-40, including without limitation the statutory mortgage provisions.

Section 5.6. Limited Liability. All Loan Payments, and other payment obligations of the Borrower pursuant to this Loan Agreement and the Borrower Bond shall be limited obligations of the Borrower payable solely out of the income and revenues pledged by the Borrower herein, and shall not be payable out of other revenues of the Borrower. The obligations of the Borrower shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory limitation and shall never give rise to a pecuniary liability of the Borrower or charge against its general credit or taxing power. Unless otherwise permitted by law, the taxing powers of the Borrower may not be used to pay any Loan Payment, and no funds or property of the Borrower, other than those described herein, may be used to pay Loan Payments.

Section 5.7. Incorporation of SDCL Chapter 9-40. The Borrower is entering into this Loan Agreement and issuing the Borrower Bond pursuant to SDCL 9-40, and any acts amendatory thereto, and SDCL Chapter 6-8B, and any acts amendatory thereto, and Resolution No. _____, adopted on the ____ day of _____, 201_, and this Loan Agreement and the Borrower Bond are subject to the provisions and limitations thereof, all of which are hereby incorporated by reference.

ARTICLE VI

SPECIAL COVENANTS

Section 6.1. Maintenance of the System. The Borrower shall maintain its System, including the Project, in good condition and repair, and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the System or the Project, other than liens securing System Debt where a parity or superior lien secures this Loan Agreement and the Borrower Bond, provided that this section shall not be deemed violated if a mechanic's or contractor's lien is filed against the property, as long as the Borrower uses its best efforts to obtain the discharge of such lien, and promptly reports the filing of such lien, the proposed steps to discharge the lien, and the discharge of the lien to the Board.

Section 6.2. Maintenance of Existence. The Borrower agrees that during the time that the Borrower Bonds are outstanding, it will maintain its corporate existence; will not dissolve or otherwise dispose of all or any portion of the System, except such portion as in the good faith

opinion of the Borrower is obsolete, outmoded, worn out, is being replaced, or otherwise is not needed for the operation of the System; and will not consolidate with, merge into, or transfer all or substantially all of its assets to another Public Entity, or allow another Public Entity to consolidate with or merge into it and then dissolve, unless the surviving, resulting or transferee entity is a Public Entity, which assumes in writing all of the obligations of and the restrictions on the Borrower under the Loan Documents, and such action does not result in any default under the terms and conditions of this Loan Agreement, the Borrower Bond or the Collateral Documents.

Section 6.3. Rate Covenant. The Borrower agrees that in each fiscal year it shall ensure that its Net Revenues Available for Debt Service equal at least 100% of its System Revenue Debt Service for such fiscal year, and shall as soon as practicable, and in any event by the date of the delivery of the annual financial statements required in Section 2.2(f) hereof, (a) calculate its Net Revenues Available for Debt Service and System Revenue Debt Service for the fiscal year, and (b) certify such figures to the Board. The certification described in clause (b) of the preceding sentence shall be substantially in the form of the certificate attached hereto as Appendix E to this Loan Agreement. If the percentage specified in clause (3) of the certificate required by the preceding sentence shall be less than 100%, then the Borrower shall provide such further certifications as the Board shall reasonably require to determine the Borrower's compliance with the requirements of this Loan Agreement. Failure to meet the coverage test is not an Event of Default if the Borrower, within 30 days of its certification to the Board, retains a Consultant to make recommendations in a report to be delivered to the Borrower within 60 days of his being retained as to the actions required in order to achieve compliance and upon receipt of the report takes the actions which are recommended (except to the extent it receives the written consent of the Board to not take any such actions). The Borrower shall supply the Board with quarterly reports on the actions it is taking to correct its coverage deficiency until it delivers an annual coverage certificate showing compliance with the first sentence of this Section.

Notwithstanding anything provided to the contrary in the preceding paragraph, if the Borrower has issued System Revenue Debt to finance the construction of expansions to its System (the "Expansion Debt") and the construction was not complete at the start of the fiscal year, the coverage ratio shall be 100% of such Expansion Debt. Any capitalized interest funded from the proceeds of such Expansion Debt or other sources shall be counted as Net Revenues Available for Debt Service in the period for which such capitalized interest is to be applied to pay interest on the Expansion Debt.

Section 6.4. Additional Debt. The Borrower shall not incur any System Revenue Debt which is a lien on or constitutes a right to payment from the Borrower's System Revenues which is superior to that of this Loan Agreement and the Borrower Bond. The Borrower may incur System Revenue Debt which is on a parity with or subordinate to that of this Loan Agreement and Borrower Bond, if:

(a) such debt is incurred to pay or prepay or defease other System Revenue Debt, and the maximum annual System Debt Service of the new debt is not greater than the debt being paid, prepaid or defeased; or

(b) such debt is incurred only after the Borrower has taken all necessary action to raise rates and taken all other necessary action so that the rate covenant set forth in Section 6.4 of this Loan Agreement will be met within 12 months following the issuance of the new System Revenue Debt and has delivered to the Board a written forecast of a Consultant that such rate covenant will be met during such 12 months, setting forth in detail its calculations; provided, however, that for expansions of the Borrower's System, the Consultant's forecast shall state that for such 12 months both (1) Net Revenues Available for Debt Service will equal at least 100% of System Debt Service and (2) assuming that the expansion was complete and placed in service on the date of the forecast and all other conditions expected to be in effect on the expected date of completion were in effect on the date of the forecast, Net Revenues Available for Debt Service would equal at least 100% of System Debt Service.

The Borrower may not incur System Revenue Debt if the debt is variable rate debt, or if the principal and interest on such debt in any fiscal year are more than 150% of the payment of principal and interest for any other fiscal year, unless the District has consented in writing to the incurring of such debt.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Indemnification. The Borrower shall indemnify and hold the Board, its members, officers, agents and employees harmless from and against any and all claims, liability, actions, damages, demands, expenses, and losses, of any kind or character whatsoever, resulting from or in any way connected with the condition, use, operation, management, design, planning, construction, installation, management or financing of the Project, including all costs, reasonable attorney fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. Borrower shall upon request defend any such claim or demand on behalf of the Board. Provided, however, that the foregoing does not require the Borrower to indemnify the Board, its members, officers, agents or employees from any claim or demand arising solely from the intentional or willful misconduct or negligence of the Board, its members, officers, agents or employees.

ARTICLE VIII

ASSIGNMENT

Section 8.1. Assignment.

(a) The Borrower may not assign its rights and obligations under this Loan Agreement or the Borrower Bond, except as provided in section 6.2 hereof.

(b) At any time after the total Committed Amount has been disbursed or otherwise satisfied or reduced pursuant to this Loan Agreement, the rights of the Board under the Loan Agreement, the Borrower Bond and all other Loan Documents and the obligations of the Borrower are freely assignable by the Board.

(c) The Borrower's Finance Officer shall serve as registrar for this Loan Agreement and the Borrower Bond, and the registrar shall register the transfer of this Loan Agreement and the Borrower Bond upon their presentation by the holder thereof endorsed for transfer or with a separate document assigning the Bondholder's interest in them. Upon the direction of the Board, at any time after the disbursement of the total Committed Amount, the Borrower shall deliver to the Board in exchange for the Borrower Bond, several executed Borrower Bonds representing in the aggregate the same debt as the initial Borrower Bond, but each of the Borrower Bonds shall represent that portion of the Debt coming due on any one date set forth in Schedule B to the initial Borrower Bond. Such Borrower Bonds shall be substantially in the form of Appendix B hereto.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall constitute an Event of Default under this Loan Agreement:

(a) The failure by the Borrower to pay or cause to be paid, when due, the Loan Payments hereunder or under the Borrower Bond;

(b) The failure by the Borrower to observe or perform any covenant, term, condition or agreement hereunder on its part to be observed and performed (except obligations referred to in sections 9.1(a) and 9.1(c) through 9.1(g) hereof) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given by the Board to the Borrower; provided, however, if by reason of force majeure the Borrower shall be unable in whole or in part to carry out its obligations hereunder, and if the Borrower shall give prompt written notice and full particulars of such force majeure to the Board, the

Borrower shall not be deemed in default under this section 9.1(b) during the continuation of such inability, provided that force majeure shall not excuse any other Event of Default. The term “force majeure” as used herein shall include, without limitation, acts of God, acts of public enemies, orders of any kind of the government of the United States or the State, or any of their agencies, departments, or officials, or any civil or military authority, strikes, lock-outs, or other industrial disturbances, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, washouts, droughts, explosions, breakage or accident to machinery, transmission pipes, canals, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the Borrower;

(c) The dissolution or liquidation of the Borrower; the filing by the Borrower of a voluntary petition under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law; the failure by the Borrower within sixty (60) days to lift any execution, garnishment or attachment of consequence as will impair its ability to carry on its operation of the System; the commission by the Borrower of any act of bankruptcy; the filing against the Borrower of a petition under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law which is not dismissed in thirty (30) days; the assignment of assets by the Borrower for the benefit of its creditors; the entry by the Borrower into an agreement of composition with its creditors; the approval by a court of competent jurisdiction of a petition applicable to the Borrower in any proceeding for its reorganization under the provisions of any bankruptcy or similar law; or the appointment of a receiver of the whole or a substantial portion of Borrower’s property, including the System, unless such receiver is released or discharged within sixty (60) days;

(d) any warranty or representation contained in the Loan Documents or in any certificate or document furnished pursuant hereto or thereto is false or misleading in any material respect;

(e) the Board or its assigns shall fail to have a valid and enforceable first priority perfected security interest in or lien on the revenues described herein (including any revenues pledged pursuant to the Borrower Resolution) or the Collateral described herein or in the Collateral Documents, except as otherwise expressly provided in section 5.5;

(f) the Borrower defaults on any agreement to which it is a party, evidencing, securing or otherwise respecting any System Revenue Debt if, as a result thereof, such debt may be declared immediately due and payable, or other remedies may be exercised with respect thereto or with respect to the System;

(g) any material provision of the Loan Documents shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared null and void, or the enforceability or validity thereof shall be contested by any governmental agency or authority, or the Borrower shall deny any further liability or obligation under the Loan Documents.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, the Board may take any one or more of the following remedial steps:

- (a) Suspend the making of disbursements of the Loan pursuant to section 4.1 hereof;
- (b) Revoke or reduce the remainder of the Committed Amount, if any;
- (c) Exercise the remedies available to a bondholder under the provisions of SDCL chapter 9-40, and other successor or supplementary statutory provisions or laws;
- (d) Pursue its remedies under the Borrower Bond and the Collateral Documents, including the Borrower Resolution and the Borrower Bond; and
- (e) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder, to enforce the obligations, agreements or covenants of the Borrower under the Loan Documents, or to enforce any other of the Board's rights hereunder.

Section 9.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Board is intended to be exclusive of any other available remedy, but each and every remedy shall be cumulative and in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event that any breach by the Borrower is specifically waived in writing by the Board, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other or subsequent breach.

Section 9.4. Attorney Fees and Collection Expenses. In the event the Borrower should default under any of the provisions of the Loan Documents, and the Board should employ attorneys or incur other expenses for the collection of the amounts payable hereunder and thereunder, or the enforcement of performance or observance of any obligations or agreements on the part of the Borrower, the Borrower shall, upon demand, pay to the Board the reasonable fees of such attorneys and such other expenses so incurred. Commencement of an action to recover any amount payable shall be deemed a demand for the payment of such fees and expenses incurred in the course of the action.

Section 9.5. Application of Moneys. Any moneys collected by the Board pursuant to section 9.2 shall be applied first to pay attorney's fees and other expenses owed by the Borrower pursuant to section 9.4; second to any interest and penalties due on the Loan; third to pay principal due on the Loan; fourth to pay any other amounts due under the Loan Documents, and fifth to pay principal and interest on the Loan, and other amounts due hereunder, as they become due, such payments to be made in the same order as set forth in this section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Notices. All notices or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered, and if delivered by mail, shall be sent by first class, registered or certified mail, postage prepaid, to the parties at the following addresses:

To the Board: South Dakota Department of Environment
and Natural Resources
Division of Financial and Technical Assistance
523 East Capitol Ave.
Joe Foss Building
Pierre, SD 57501-3182
Attention: Water and Waste Funding Program

To the Borrower: City of Yankton
PO BOX 176
Yankton, SD 57078-0176
Attention: Finance Officer

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

Section 10.2. Amendments and Modifications. The Loan Documents may not be amended except in writing, which writing shall be expressly identified as a part hereof or thereof, and which writing will be signed by an authorized representative of each of the parties.

Section 10.3. Severability. In the event that any provision of this Loan Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.4. Binding Effect. This Loan Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 10.5. Limited Liability. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member of the governing

board, officer or employee, as such, past, present or future, of the Board or State, either directly or through the Board, or against any member of the governing body, officers or employees of the Borrower, past present or future, as long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any officer or member of the governing body, or employee of the Board, the State, or the Borrower is hereby expressly waived and released by the Borrower and the Board as a condition of and in consideration for the execution of this Loan Agreement.

Section 10.6. Execution Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

STATE OF SOUTH DAKOTA
BOARD OF WATER AND NATURAL RESOURCES

BY: _____
Chairman, Board of Water and Natural Resources

(SEAL)

ATTEST:

Secretary, Board of Water
and Natural Resources

BORROWER
CITY OF YANKTON

BY: _____
Its Mayor

(SEAL)

ATTEST:

Its Finance Officer

COUNTERSIGNED BY:

Resident Attorney

Memorandum #15-296

To: City Commission
From: Amy Nelson, City Manager
Date: November 19, 2015
Subject: Downtown Yankton Façade Grant Program Draft Guidelines

Staff has developed a draft set of guidelines and application for the Downtown Yankton Façade Grant Program. Staff researched similar programs in our region and applied best practices from those municipalities. The guidelines give preference to projects that involve historic restorations, but new non-historic façade improvements are eligible as well. All projects must fall within a set of eligible repair and enhancements and must occur on the portions of the façade visible to the public. Owners and tenants of existing commercial property (excluding single family residences) located south of 4th Street between Linn Street and Burleigh Street are eligible to apply for assistance.

The program was previously approved with a budget of \$15,000. The grant program will seek to provide multiple grants each year, with a 50% match of private funds to grant funds up to the maximum of \$15,000. Successful applicants may only request reimbursement after improvements are completed and after presenting receipts and evidence that all costs have been paid in full.

Staff sought to keep the application process simple and avoid a lengthy or time-consuming application. Applicants will complete a two page application and include a proposed budget, and a basic drawing or illustration of the proposed project. All improvements must conform to the building code and other codes, and the owner must work with the South Dakota Historic Preservation Office on projects impacting buildings in the historic district.

Applications will be reviewed by a committee composed of: a downtown business owner, a representative of the Yankton County Historical Society, a City Commissioner, a Planning Commissioner, the City Manager, and a staff member from the Community Development Department. Following the committee review applications recommended for funding will be submitted to the City Commission. The application deadline is set as April 1st, with additional applications being accepted as long as grant funds remain available.

Respectfully,



Amy Nelson
City Manager

Recommendation: It is recommended that the City Commission discuss the attached Downtown Yankton Façade Grant Program Guidelines and take appropriate action.

Downtown Yankton Façade Grant Program

Guidelines and Application



For Information Contact:

City of Yankton
Community Development Department
PO BOX 176
416 Walnut Street
605.668.5251
www.cityofyankton.org

Downtown Yankton Façade Grant Program

The policies and procedures outlined in this document provide a framework within which the Downtown Yankton Façade Grant Program will operate. The program is designed to provide maximum opportunities for development while enhancing the aesthetic appeal of buildings in the core of the city by providing resources to assist in revitalizing the appearance of significant buildings.

The policies should remain flexible enough to enable the program to meet the current and future needs of entities located within the boundaries specified by the program.

1) PROGRAM GOALS

The goal of the program is to stimulate private investment in downtown Yankton and improve the economic vibrancy of the area through fostering an attractive environment and preserving the architectural features of the downtown properties. To accomplish program goals, grant funds will be made available to eligible property owners and/or tenants of commercial buildings located within the targeted area for the purpose of upgrading the appearance of the publicly visible exterior of their structures. Private matching funds are a requirement under the program.

2) ELIGIBILITY REQUIREMENTS

Owners and tenants of existing commercial property excluding single family residences located in an area south of 4th Street between Linn Street and Burleigh Street are eligible to apply for assistance.

- a. Tenants of commercial property must be able to provide documentation of the property owner's consent of the improvements at the time of application. Written consent may either be in the form of a lease indicating the lessee's responsibility for property renovations and repair or documentation of the property owner's agreement to the proposed improvements.
- b. Applicants must provide a match of at least 50% of total project.

3) USE OF GRANT FUNDS

Economic impact, historic preservation, neighborhood revitalization, proposed use, aesthetics, and strength of proposal are factors that may affect the selection of projects. Preference will be given to historic preservation and restoration projects. The City may add additional provisions as part of any award offer.

Proceeds from the program may be used for any of the following purposes, but are not necessarily limited to:

- a. Façade painting (excluding painting of soft or unfired brick facades)
- b. Exterior wall cleaning and/or restoration including the repointing/tuck-pointing of brick facades
- c. Repair, replacement, or preservation of significant façade details
- d. Addition of architectural details or façade elements consistent with the aesthetics of the downtown area

- e. Repair, add, or replacement of cornices consistent with the aesthetics of the downtown area
- f. Repair, add, or replacement of awnings consistent with the aesthetics of the downtown area
- g. Repair, add, or replace windows and/or window treatments
- h. Repair, add, or replace doors
- i. Repair, add, or replace signage (must not be the primary project component)
- j. Façade and display window lighting
- k. Removal of false fronts, panels, and other incompatible exterior finishes and materials
- l. Removal of old signs, awnings, and other exterior clutter
- m. Building accessibility and public access improvements
- n. Architectural and engineering design services
- o. Building permits and fees

All improvements must conform to the applicable building and other codes and any appropriate notice be given to the South Dakota Historic Preservation Office. All required building, sign, or other permits must be secured by the applicant.

4) FINANCING POLICIES

- a. The maximum grant amount of any one single project is \$15,000 or 50% of the project cost – whichever is less, per tenant or property owner per year.
- b. Priority will be given to funding the largest number of projects; however, the program will consider a smaller number of projects if the overall impact of the project(s) is/are significant to the overall development of the downtown area.
- c. Only work begun after approval will be eligible for funding.

5) APPLICATION AND REVIEW PROCESS

The application form for the program is included in this packet. Additional paper copies or electronic copies can be obtained by contacting the City of Yankton Community Development Department.

- a. Applicants will submit a completed application and all supporting documents directly to the Community Development Department. Electronic submissions are permitted.
- b. A drawing, photograph, or illustration (need not be an architectural rendering) must be submitted with the application.
- c. A preliminary budget must be submitted with the application.
- d. The applicant must meet the eligibility requirements of the program.
- e. The application will be reviewed by a committee composed of: a downtown business owner, a representative of the Yankton County Historical Society, a City Commissioner, a Planning Commissioner, the City Manager, and a staff member from the Community Development Department.
- f. The committee shall review the application for completeness and shall notify the applicant what further or additional information is required from the applicant, if any.
- g. Following the committee's review, a funding recommendation will be made to the City Commission for consideration.

- h. Application are due in the Community Development Office by 5:00 p.m. April 1st. Additional applications will be considered on an ongoing basis as long as grant funds are available.

6) APPROVAL OF APPLICATION

If a grant application is approved by the City Commission, the applicant shall commence work within 90 days after approval and complete the project within 180 days, unless a special schedule is approved.

7) PROGRAM CONDITIONS

- a. Grant proceeds will be dispersed after all improvements are complete. Applicant must present proof (receipts) showing that all project costs have been paid in full and all contracts have executed waivers of mechanic's liens.
- b. Qualified and insured contractors with appropriate licenses (if applicable) must perform all structural or electrical work.
- c. Participants may be asked to display a sign provided by the City indicating that the renovation was partially funded by the program. The sign shall be placed on the premise and be viewable by the general public. The sign shall be posted from the date of the approval until the final disbursement of funds or until 30 days after the completion of the project.



Downtown Yankton Façade Grant Program Application

Please type or print clearly. Please answer each question, if not applicable, mark NA or explain.
If there is not enough room you may attach additional sheets.

Address of proposed project:	
Amount of grant funds requested:	

SECTION I. APPLICANT INFORMATION

Name of Applicant:	
Business Name:	
Mailing Address:	
City/State/Zip code:	
Telephone:	
Email address:	

If the applicant is not the property/building owner please provide owner contact information below otherwise mark NA

Property owner:	
Owner Name:	
Owner Address:	
Owner Telephone:	
Owner Email Address:	

Primary Business Activity:

--

SECTION 2. PURPOSE OF THE GRANT

Please briefly describe proposed work to the exterior of the building:

--

Estimated Project Timeline:

Starting Date		Completion Date	
---------------	--	-----------------	--

SECTION 3. PROPOSED BUDGET (please attach detailed budget)

Attach a budget summary for all major costs associated with the project

SECTION 4. ILLUSTRATIONS (please attach)

Attach drawings, photographs, or illustrations of the proposed project (drawings need not be architectural renderings)

SECTION 5. CERTIFICATION

All information contained above and attached are true and complete to the best knowledge and belief of the applicant. There is no intent to deceive or defraud City of Yankton.

Applicant Signature _____ Date _____

Owner Signature (if applicable) _____ Date _____

APPLICATION CHECKLIST

- Have you completed all of application questions?
- Did you sign your application?

Have you included:

- Budget Summary
- Drawing or illustration of the project
- Other supporting documentation

**Submit completed application to: City of Yankton
Community Development Department
PO BOX 176
416 Walnut Street
Yankton, SD 57078**

Please call 605-668-5251 for information on how to submit an electronic application.

Application are due in the Community Development Office by 5:00 p.m. April 1st.

Memorandum #15-288

To: City Commission
From: Finance Officer
Date: 11/19/2015
Subject: Introduction and First Reading of Ordinance #984, Amending Ordinance #968, the 2015 Annual Appropriation Ordinance

Attached to this Memorandum is Ordinance #984, the second supplement to Ordinance #968, the 2015 annual appropriation ordinance. The individual supplements are described and the amounts are as such:

1. **City Attorney** from \$7,000.00 to \$22,000.00, an increase of \$15,000.00 in account 101.103.202 for Professional Services for union consultations and advice. This increases City Attorney total appropriations from \$54,249.00 to \$69,249.00, an increase of \$15,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2014.
2. **Total General Government** from \$2,070,877.00 to \$2,085,877.00, an increase of \$15,000.00 as described in **number (1)** above.
3. **Civil Defense** from \$0.00 to \$22,500.00, an increase of \$22,500.00 in account 101.115.350 for Equipment (new siren). This increases Civil Defense total appropriations from \$2,240.00 to \$24,740.00, an increase of \$22,500.00. Financing for this increase will be from an increase in grant revenues.
4. **Total Public Safety** from \$4,747,858.00 to \$4,770,358.00, an increase of \$22,500.00 as described in **number (3)** above.
5. **Transfers Out** from \$90,500.00 to \$110,600.00, an increase of \$20,100.00 in account 101.182.653 Transfer to Park Capital for the projects described in **number (16)** below. This increases Other Financing Uses / Transfers Out and Total Other Financing Uses from \$5,318,504 to \$5,338,604.00, an increase of \$20,100.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2014.
6. **Total General Fund Appropriations** from \$17,255,556.00 to \$17,313,156.00, an increase of \$57,600.00 as outlined in **numbers (1-5)** above.
7. **Un-appropriated Fund Balance** from \$2,640,829.00 to \$2,675,929.00, an increase of \$35,100.00 in un-appropriated fund balance (2014 carry-over).
8. **Intergovernmental Revenue** from \$1,238,592.00 to \$1,261,092.00, an increase of \$22,500.00 for grant revenue reimbursement for the Civil Defense Siren described in **number (3)** above.

8. **Intergovernmental Revenue** from \$1,238,592.00 to \$1,261,092.00, an increase of \$22,500.00 for grant revenue reimbursement for the Civil Defense Siren described in **number (3)** above.
9. **Total General Fund Revenue** from \$11,661,186.00 to \$11,683,686.00, an increase of \$22,500.00 as described in **number (8)** above.
10. **Total Means of Finance** from \$17,255,556.00 to \$17,313,156.00, an increase of \$57,600.00 as outlined in **numbers (7-9)** above.
11. **Lodging Sales Tax** from \$17,000.00 to \$38,000.00, an increase of \$21,000.00 in account 211.231.653 Transfer to Park Capital for Christmas lights and banners as described in **number (16)** below; and from \$0.00 to \$233,458.00, an increase of \$233,458.00 to fund part of the purchase of the HSC land as described in **number (15)** below. This increases Lodging Sales Tax total appropriations from \$481,848.00 to \$736,306.00, an increase of \$254,458.00. Financing for this increase will be from un-appropriated fund balance carried forward from 2014.
12. **Special Revenue Total Appropriations** from \$4,133,310.00 to \$4,387,768.00, an increase of \$254,458.00 as explained in **number (11)** above.
13. **Special Revenue Un-appropriated Fund Balance** from \$1,173,580.00 to \$1,428,038.00, an increase of \$254,458.00 as explained in **numbers (11-12)** above.
14. **Special Revenue Total Means of Finance** from \$5,208,118.00 to \$5,462,576.00, an increase of \$254,458.00 as explained in **number (13)** above.
15. **Public Improvement** from \$0.00 to \$10,000.00, an increase of \$10,000.00 in account 501.501.202 for survey work by Eisenbraun & Assoc. and to Anderson Realty for commission on land sales; from \$0.00 to \$395,000.00, an increase of \$395,000.00 in account 501.501.389 for the purchase of land at the HSC sight; and from \$18,000.00 to \$28,000.00, an increase of \$10,000.00 in account 501.501.547 Lewis and Clark Mental Health for a grant funding reimbursed to the City by grant revenues. This increases Public Improvement total appropriations from \$18,000.00 to \$433,000.00, an increase of \$415,000.00. Financing for this increase will be from grant revenues of \$10,000.00, \$171,542.00 in land sales revenues, and a transfer from the (211) Bed, Board, and Booze fund of \$233,458.00.
16. **Park Capital** from \$30,000.00 to \$40,000.00, an increase of \$10,000.00 in account 503.544.320 for Riverside Park Development for the fish cleaning station; from \$0.00 to \$10,100.00, an increase of \$10,100.00 in account 503.544.321 Riverside Park Ballfields for some of the expenses to prepare the field for artificial turf; and from \$17,000.00 to \$38,000.00, an increase of \$21,000.00 in account 503.549.361 Banners and Decorations for the purchase of new Christmas lights and banners. This increases Park Capital total appropriations from \$107,500.00 to \$148,600.00, an increase of \$41,100.00. Financing for this increase will be a \$20,100.00 increase in the General Fund Transfer as explained in

number (5) above and a \$21,000.00 increase in the BBB Fund Transfer as explained in **number (11)** above.

17. **Total Capital Appropriations** from \$13,497,255.00 to \$13,953,355.00, an increase of \$456,100.00 as explained in **numbers (15-16)** above.
18. **Public Improvement Revenue** from \$18,000.00 to \$199,542.00, an increase of \$181,542.00 for grant revenue of \$10,000.00 and land sale revenue of \$171,542.00 as explained in **number (15)** above.
19. **Total Capital Projects Revenue** from \$6,519,311.00 to \$6,700,853.00, an increase of \$181,542.00 as explained in **number (18)** above.
20. **Transfer from General Fund** from \$90,500.00 to \$110,600.00, an increase of \$20,100.00 as explained in **numbers (5 and 16)** above.
21. **Transfer from (211) BBB Fund** from \$17,000.00 to \$271,458.00, an increase of \$254,458.00 as explained in **numbers (11 and 15)** above.
22. **Total Other Financing Sources** from \$3,008,446.00 to \$3,283,004.00, an increase of \$274,558.00 as explained in **numbers (19 and 20)** above.
23. **Total Capital Projects Means of Finance** from \$11,178,509.00 to \$11,634,609.00, an increase of \$456,100.00 as explained in **numbers (18-22)** above.

It is recommended that the City Commission introduce and conduct the first reading of Ordinance #984, amending Ordinance #968; the 2015 Fiscal Year Budget Ordinance, and set December 14, 2015 as the second reading and public hearing of said Ordinance.

Thank you,

Al Viereck
Finance Officer

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

Amy Nelson, City Manager

_____ Introduction

ORDINANCE NO. 984

BE IT ORDAINED THAT ORDINANCE NO. 968 APPROPRIATING MONIES FOR DEFRAYING THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF YANKTON, SOUTH DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, AND PROVIDING FOR THE LEVY OF THE ANNUAL TAX FOR ALL FUNDS CREATED BY THE ORDINANCE WITHIN SAID CITY BE AMENDED TO WIT:

SECTION 1 - GENERAL FUND

A. Appropriations	Ordinance #970	Ordinance #984
General Government:		
Board of City Commissioners		
City Manager	\$ 161,140	
City Attorney	333,162	
Finance Office	54,249	1.
Information Services	602,062	
Community Development	252,581	
Contingency	405,483	314,781
	<u>2,008,677</u>	<u>2.</u>
TOTAL GENERAL GOVERNMENT	62,200	15,000
	<u>2,070,877</u>	<u>2,085,877</u>
Public Safety:		
Police Department	185,700	
Animal Control	2,756,686	3.
Fire Department	69,554	2,942,386
Civil Defense	1,713,678	4.
	<u>2,240</u>	1,733,678
TOTAL PUBLIC SAFETY	205,700	22,500
	<u>4,542,158</u>	<u>4,747,858</u>
Public Works:		
Engineering & Inspection	21,400	
Street & Highways	666,374	6.
Snow & Ice Removal	1,678,487	7.
City Hall	272,138	8.
Traffic Control	203,677	9.
Chan Gurney Airport	349,040	
	<u>614,838</u>	618,205
TOTAL PUBLIC WORKS	199,767	22,500
	<u>3,784,554</u>	<u>4,770,358</u>

	Ordinance #970	Ordinance #984
Special Appropriations		
TOTAL SPECIAL APPROPRIATIONS	<u>285,265</u>	
	<u>285,265</u>	
Culture - Recreation:		
Senior Citizens Center	94,092	
Community Library	754,639	
TOTAL CULTURE - RECREATION	<u>848,731</u>	
Other Financing Uses / Transfers Out	5,281,504	5,318,504
TOTAL OTHER FINANCING USES	<u>5,281,504</u>	<u>5,318,504</u>
TOTAL APPROPRIATIONS	<u>\$ 16,750,889</u>	<u>\$ 17,255,556</u>
B. Means of finance		
Unappropriated Fund Balances	<u>\$ 2,136,162</u>	<u>\$ 2,640,829</u>
Current Property Taxes	2,447,289	
Sales & Other Taxes	5,145,233	
Licenses & Permits	347,800	
Intergovernmental Revenue	1,238,592	1,261,092
Charges for Goods & Services	2,443,272	
Fines & Forfeits	15,000	
Miscellaneous Revenues	24,000	
TOTAL REVENUE	<u>11,661,186</u>	<u>11,683,686</u>
Other Financing Sources / Transfers In	2,953,541	22,500
TOTAL MEANS OF FINANCE	<u>\$ 16,750,889</u>	<u>\$ 17,255,556</u>
	504,667	57,600
	<u>\$ 17,255,556</u>	<u>\$ 17,313,156</u>

SECTION II - SPECIAL REVENUE

	Ordinance #970	Ordinance #984
A. Appropriations		
Parks & Recreation	13,000	
Memorial Park Pool	4,000	
Summit Activities Center	219,517	1,115,000
Marne Creek	727,430	223,517
Casualty Reserve Fund	170,050	206,150
Bridge & Street Fund	5,000	
911/Dispatch	475,000	
Business Improvement District	672,918	
Lodging Sales Tax	120,300	
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.	481,848	11. 254,458
	<u>106,147</u>	736,306
TOTAL APPROPRIATIONS	\$ 4,080,210	12. 254,458
	<u>\$ 1,173,580</u>	13. 254,458
B. Means Of Finance		
Unappropriated Fund Balance		
Parks & Recreation Revenue	11,530	
Memorial Pool Revenue	52,150	
Summit Activities Center Revenue	488,320	
Marne Creek Revenue	300	
Casualty Reserve - Interest	125	
Bridge & Street Revenue	21,622	
911/Dispatch	86,620	
Business Improvement District	120,300	
Lodging Tax	547,200	
Infrastructure Improvement Revolving	44,720	
TOTAL REVENUE	<u>1,372,887</u>	
Transfer From General Fund	2,208,995	20. 2,225,995
Transfer From Special Capital Fund	399,556	21. 435,656
TOTAL MEANS OF FINANCE	<u>\$ 5,155,018</u>	14. 254,458
	53,100	<u>\$ 5,208,118</u>
	<u>\$ 4,133,310</u>	<u>\$ 4,387,768</u>
	<u>\$ 1,428,038</u>	<u>\$ 1,428,038</u>

SECTION III - CAPITAL PROJECT FUNDS

	Ordinance #970	Ordinance #984
A. Appropriations		
Public Improvement		
Airport Capital Projects	15.	415,000
Park Capital Projects		433,000
Infrastructure Improvement Construction	16.	41,100
Special Capital Improvement		148,600
Tax Increment District #2 Morgan Square	23.	
Tax Increment District #5 Menards	2,266,412	9,856,555
TOTAL APPROPRIATIONS	<u>2,266,412</u>	<u>456,100</u>
	\$ 11,230,843	\$ 13,497,255
	\$ 30,940	\$ 1,650,752
B. Means of Finance		
Unappropriated Fund Balance	18.	181,542
Public Improvement Revenue		199,542
Airport Capital Projects		
Park Capital Revenue		
Infrastructure Improvement Construction		
Special Capital Improvement		
TID #2 Morgan Square	26.	5,962,311
TID #5 Menards		
TOTAL REVENUE	<u>646,600</u>	<u>181,542</u>
	\$ 5,872,711	\$ 6,519,311
Transfer from General Fund	20.	20,100
Transfer from Park Improvement Fund		110,600
Transfer from BBB Fund		
Transfer from Infrastructure Impr. Fund	21.	254,458
Transfer from Special Capital Fund		271,458
Loan from General Fund		
Loan from Special Capital Fund		
TOTAL OTHER FINANCING SOURCES	<u>274,558</u>	<u>3,283,004</u>
TOTAL MEANS OF FINANCE	22.	456,100
	\$ 8,912,097	\$ 11,178,509
	2,266,412	\$ 11,634,609

SECTION VII - EFFECTIVE DATE

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

Adopted:

David Carda
Mayor

ATTEST :

Al Viereck
Finance Officer

Introduction and first reading: November 23, 2015
Second reading : December 14, 2015
Published in the Yankton Daily Press and Dakotan, Official Newspaper: Dec. , 2015

I so certify _____
Al Viereck
Finance Officer