

CITY OF YANKTON 2018_03_12 COMMISSION MEETING



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, March 12, 2018

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. <u>ROUTINE BUSINESS</u>
- 1. Roll Call
- 2. Approve Minutes of regular meeting of February 26, 2018 and Work Session of February 26, 2018
- 3.
 Schedule of Bills
 Attachment I-2

 4.
 Proclamation Social Workers
 Attachment I-3

 5.
 City Manager's Report
 Attachment I-4
- 6. Public Appearances

Public appearances is a time for persons to address the City Commission on items <u>not</u> listed on the agenda. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. Comments made during the Public Appearance Comment period of the agenda may be on any subject. There shall be no personal attacks against the Mayor, members of the City Commission, City Staff, or any other individual.

II. <u>CONSENT ITEMS</u>

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

1. <u>Possible Quorum Event</u>

March 15, 2018, for CVB Presentation, no official commission action

2. Possible Quorum Event

March 27, 2018, for Chamber Annual Dinner, no official commission action

3. <u>Possible Quorum Event</u>

April 5, 2018, for City Commission Forum, no official commission action

4. Establish public hearing for sale of alcoholic beverages

Establish March 26, 2018, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for 1 day, June 2, 2018, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), d/b/a Rounding 3rd Bar and Casino, 304 W. 3rd Street and 309 Cedar Street, Diagram attached, Yankton, S.D.

5. Possible Quorum Event

March 26, 2018, for social for Commissioner Knoff, no official commission action

6. Establish public hearing for sale of alcoholic beverages

Establish March 26, 2018, as the date for the public hearing on the request for a Special Events RETAIL (on-sale) Liquor License for 1 day, April 23, 2018, from Boomer's Inc., (Gary W. Boom, President) d/b/a Boomer's Lounge, NFAA, 800 Archery Lane, Yankton, South Dakota.

Attachment II-6

Attachment II-4

7. <u>Possible Quorum Event</u>

March 26, 2018, for Interchange Forum, no official commission action

III. <u>OLD BUSINESS</u>

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

1. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #18-43 regarding the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 18, 2018, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

Attachment III-1

2. <u>Public Hearing – Ordinance Amendment</u>

Public Hearing - Consideration of Memorandum #18-47 regarding Ordinance #1004, amendments to Chapter 17 of the City of Yankton Code of Ordinances allowing the City Manager to appoint staff support for the Planning Commission, changing the annual reorganization from May to June and allowing the Chairman of the Planning Commission to determine a meeting is not necessary if there are no requests for action to be considered.

Attachment III-2

3. <u>Public Hearing – Ordinance process to cancel or postpone City</u> <u>Commission Meetings</u>

Public hearing - Consideration of Memorandum #18-52, to consider Ordinance #1005, amendments to Chapter 2 of the City of Yankton Code of Ordinances creating a process to cancel or postpone a regular or special meeting of the Board of Commissioners for the City of Yankton

Attachment III-3

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

Attachment IV-1

2. <u>2018 Bridge Re-Inspections</u> Consideration of Memorandum #18

Agreement with Boys & Girls Club

Consideration of Memorandum #18-45 regarding Resolution #18-13 for the 2018 Bridge Re-inspections Attachment IV-2

Consideration of Memorandum #18-44 regarding Agreement with Boys & Girls Club for

3. <u>Election Board</u>

Bus Storage

Consideration of Memorandum #18-46 approving the recommendation of election workers for the City of Yankton election on April 10, 2018, and establishing the compensation for said election workers

Attachment IV-3

4. <u>Mayor's Appointments to Consolidated Board of Equalization</u>

Consideration of Memorandum #18-42 recommending approval of the Mayor's Appointments to the Consolidated Board of Equalization

Attachment IV-4

Attachment IV-5

Attachment IV-6

5. <u>Request for camping to be held in Riverside Park</u>

Consideration of Memorandum #18-49, regarding Camping in Riverside Park during Kayak Event on May 25, 2018

6. <u>Mower Purchase for Fox Run Golf Course</u>

Consideration of Memorandum #18-50 regarding mower purchase for Fox Run Golf Course

Raising Delinquent Utility Fees Consideration of Memorandum #18-51 regarding supporting Resolution #18-14 Raising Delinquent Utility Fees

 Attachment IV-7

8. <u>Pipeline License with BNSF</u>

Consideration of Memorandum #18-53 authorizing the City Manager to enter into a Pipeline License with BNSF

Attachment IV-8

9. <u>Pine Street Bridge Bid Results Discussion</u>

Consideration of Memorandum #18-54 regarding discussion for Pine Street Bridge Bid Results

Attachment IV-9

IV. <u>NEW BUSINESS</u>

1.

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

V. ADJOURN INTO ZONING BOARD OF ADJUSTMENT

1. Roll call

2. Approval of minutes from February 26, 2018.

Attachment V-2

3. Zoning Board of Adjustment Variance Request

Second Reading and Public Hearing - Consideration of Memorandum #18-48, a Zoning Board of Adjustment public hearing to consider a proposed variance from rear yard setback and lot coverage requirements in an R-3 two-family residential district on the South 67 feet of Lot 2, Block 10, Willow Ridge Subdivision in the City of Yankton, South Dakota. Address, 2831 Mary Street. Darwin Tessier, owner.

Attachment V-3

VI. ADJOURN AND RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll call

VII. OTHER BUSINESS

Other business is a time for City Commissioners to address the commission regarding matters not on the agenda. These items will be deliberated by the governing body and will not be acted upon at this time. Items mentioned may be added to a future City Commission meeting or work session for deliberation or action.

VIII. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

IX. ADJOURN THE MEETING OF MARCH 12, 2018

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 FEBRUARY 26, 2018

Board of City Commissioners of the City of Yankton was called to order by Mayor Hoffner. **Roll Call:** Present: Commissioners Carda, Ferdig, Gross, Johnson, Knoff, Maibaum and Moser. City Attorney Den Herder and City Manager Nelson were also present. Absent: Commissioner Miner. Quorum present.

Action 18-51

Moved by Commissioner Gross, seconded by Commissioner Knoff, to approve the Minutes of the regular meeting of February 12, 2018 and Special Meeting of February 16, 2018. **Roll Call:** All members present voting "Aye;" voting "Nay:" None. Motion adopted.

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

Action 18-52

Mayor Hoffner stated that the Consent Agenda Items would be separated for individual consideration.

1. Work Session

Setting date of March 26, 2018, at 6:00 pm in Room #114 of the Regional Technical Education Center for the next work session of the Yankton City Commission to discuss Downtown Events

2. <u>Establish public hearing for sale of alcoholic beverages</u>

Establish March 12, 2018, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 18, 2018, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

3. <u>Naming of Fire Department Chaplain</u>

Consideration of Memorandum #18-40 regarding approval of new Fire Department Chaplain per Workers' Compensation and SDCL requirements

Action 18-53

Moved by Commissioner Carda, seconded by Commissioner Knoff, to approve setting the date of March 26, 2018, at 6:00 pm in Room #114 of the Regional Technical Education Center for the next work session of the Yankton City Commission to discuss Downtown Events. (Consent Agenda Item No. 1)

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

Action 18-54

Moved by Commissioner Gross, seconded by Commissioner Johnson, to establish March 12, 2018, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License

for 1 day, August 18, 2018, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D. (Consent Agenda Item No. 2) **Roll Call:** All members present voting "Aye;" voting "Nay:" None. Motion adopted.

Action 18-55

Moved by Commissioner Gross, seconded by Commissioner Knoff, to recognize Jerry Webber as a volunteer firefighter in the position of Department Chaplain and include this in the minutes of the February 26, 2018 City Commission meeting. (Memorandum 18-40) (Consent Agenda Item No. 3) **Roll Call:** All members present voting "Aye;" voting "Nay:" None. Motion adopted.

Action 18-56

Moved by Commissioner Knoff, seconded by Commissioner Gross, to approve the application for a Special Malt Beverage (on-sale) Retailers License for 1 day, March 16, 2018, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D. (Memorandum 18-29) **Roll Call:** All members present voting "Aye;" voting "Nay:" None. Motion adopted.

Action 18-57

Moved by Commissioner Johnson, seconded by Commissioner Moser, to approve the application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, March 3, 2018, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D. (Memorandum 18-30)

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

Action 18-58

Moved by Commissioner Knoff, seconded by Commissioner Gross, to adopt Resolution 18-08. (Memorandum 18-31)

RESOLUTION 18-08

WHEREAS, it appears from an examination of the plat of Lots 1A, 1B, 2A, & 2B of Block 2 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota prepared by Nicholas J. Johannsen, a registered land surveyor in the state of South Dakota, and

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

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

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

Action 18-59

Moved by Commissioner Johnson, seconded by Commissioner Carda, to adopt Resolution 18-09. (Memorandum 18-32)

RESOLUTION 18-09

WHEREAS, it appears from an examination of the plat of Lots 3A, 3B, 4A, & 4B of Block 3 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota prepared by Nicholas J. Johannsen, a registered land surveyor in the state of South Dakota, and

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

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

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

Action 18-60

Moved by Commissioner Knoff, seconded by Commissioner Gross, to adopt Resolution 18-10. (Memorandum 18-33)

RESOLUTION 18-10

WHEREAS, it appears from an examination of the plat of Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 4A, 4B, 4C, & 4D of Block 5 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota prepared by Nicholas J. Johannsen, a registered land surveyor in the state of South Dakota, and

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

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

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

Action 18-61

Moved by Commissioner Gross, seconded by Commissioner Johnson, to adopt Resolution 18-11. (Memorandum 18-34)

RESOLUTION 18-11

WHEREAS, it appears from an examination of the plat of Applied Engineering Subdivision in the SE 1/4 of the SE 1/4 of Section 8, T93N, R56W of the 5th P.M., Yankton County, South Dakota prepared by Brett R. Kennedy, a registered land surveyor in the state of South Dakota, and

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

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

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

Motion adopted.

Action 18-62

Moved by Commissioner Knoff, seconded by Commissioner Ferdig, to adopt Resolution 18-12. (Memorandum 18-35)

RESOLUTION 18-12

WHEREAS, it appears from an examination of the plat of Lot 3, in Lewis and Clark Business Center, in the South 645 Feet Except for Lot H2, of the N. 1/2 of the N.E. 1/4, Section 16, T93N, R56W of the 5th P.M., Yankton County, South Dakota prepared by Thomas Lynn Week, a registered land surveyor in the state of South Dakota, and

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

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

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

Action 18-63

Commissioner Gross introduced and Mayor Hoffner read the title of Ordinance No. 1004, AN ORDINANCE AMENDING CERTAIN LANGUAGE IN IDENTIFIED SECTIONS OF CHAPTER 17, and set the date of the second reading and public hearing as March 12, 2018. (Memorandum 18-36)

Action 18-64

Moved by Commissioner Johnson, seconded by Commissioner Knoff, to authorize the Finance Officer to issue a manual check in the amount of \$84,948.55 to Slowey Construction, Inc. for Asphalt and Concrete Crushing Project. (Memorandum 18-38)

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

Action 18-65

This was the time and place to award the bid for WCLR reconstruction project from 9th Street to 31st Street. The following bids were received and opened on February 13, 2018: D&G Concrete, Inc., Sioux Falls, SD, \$2,298,162.77; Hulstein Excavation, Edgerton, MN, \$2,413,245.00; Knife River Midwest, LLC, Sioux City, IA, \$2,485,720.50; Masonry Components, Inc., Yankton, SD, \$2,534,940.90; Feimer Construction, Inc., Yankton, SD, \$2,588,131.55; BX Civil & Construction, Inc., Dell Rapids, SD \$2,612,000.00. (Memorandum 18-41) Moved by Commissioner Knoff, seconded by Commissioner Ferdig, to award the bid to D&G Concrete, Inc., Sioux Falls, SD for \$2,298,162.77.

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

Action 18-66

Commissioner Gross introduced and Mayor Hoffner read the title of Ordinance No. 1005, AN ORDINANCE CREATING A PROCESS TO CANCEL OR POSTPONE A REGULAR OR

SPECIAL MEETING OF THE BOARD OF COMMISSIONER FOR THE CITY OF YANKTON, and set the date of the second reading and public hearing as March 12, 2018. (Memorandum 18-39)

Action 18-67

Moved by Commissioner Gross, seconded by Commissioner Johnson, to adjourn into Zoning Board of Adjustment at 7:21p.m. to discuss **adjustment variance requests**.

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

The meeting for Zoning Board of Adjustment of the City of Yankton was called to order by Mayor Hoffner.

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

Action 18-68

Moved by Commissioner Moser, seconded by Commissioner Carda, to approve the Minutes of the regular meeting of January 22, 2018.

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

Action 18-69

Commissioner Gross introduced and lead the first reading of Memorandum 18-37, considering a variance request and set March 12, 2018 as the date of the second reading and public hearing.

Action 18-70

Moved by Commissioner Johnson, seconded by Commissioner Knoff, to adjourn the Zoning Board of Adjustment.

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

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

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

<u>Action 18-71</u> Moved by Commissioner Gross, seconded by Commissioner Carda, to adjourn at 7:23 p.m. **Roll Call:** All members present voting "Aye;" voting "Nay:" None. Motion adopted.

> Jake Hoffner Mayor

ATTEST:

Al Viereck Finance Officer

Published March 3, 2018

CHAMBER OF THE BOARD OF CITY COMMISSIONERS YANKTON, SOUTH DAKOTA CITY COMMISSION WORK SESSION, 6:00 P.M. FEBRUARY 26, 2018

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

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

Representatives from Yankton Youth Soccer, Wes Chambers, Sondra Jensen, Cheri Loest, and Jeff Wolfgram, were in attendance to present their proposals to explore a new soccer field complex. General discussion ensued but no official commission action was taken.

Action 18-50

Moved by Commissioner Gross, seconded by Commissioner Knoff, to adjourn at 6:52 p.m. **Roll Call:** All members present voting "Aye;" voting "Nay:" None. Motion adopted.

Jake Hoffner Mayor

ATTEST:

Al Viereck Finance Officer

Published March 3, 2018

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills		GL54	CITY OF YANKTON NOR-V08.04 PAGE 1
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
A-OX WELDING SUPPLY CO I COMPRESSED GASES	225.08	CHEMICALS & GASES	801.801.240	596680/593319	077081 P 422 00005
ACE HARDWARE GRIND WHEEL	28.77	REP. & MAINT BUILDING	201.201.223	3175682	077400 P 422 00004
AMG OCCUPATIONAL MEDICIN DRUG TEST	31.50	PROFESSIONAL SERVICES	611.611.202	4045600	019118 P 397 00001
ASSOCIATED SUPPLY CO. MEM POOL MAINT SUPPLIES	3,274.37	REP. & MAINT BUILDING	202.202.223	88162	014932 P 422 00001
AUTO VALUE PARTS STORE FILTERS HEADLIGHT,GLOVES BRASS FILTERS THERMOSTAT BATTERY	48.37 63.35 1.74 50.33 14.77 119.55 298.11	GARAGE PARTS GARAGE PARTS GARAGE PARTS GARAGE PARTS GARAGE PARTS GARAGE PARTS *VENDOR TOTAL	801.801.249 801.801.249 801.801.249 801.801.249 801.801.249 801.801.249	449009538 449009764 449009766 449009771 449010343 449010379	077076 P 397 00005 007685 P 397 00004 076986 P 397 00003 077077 P 397 00002 077064 P 422 00006 077083 P 422 00007
AUTOMATED DRIVE SYSTEMS WASTEWATER PUMPS	6,717.14	REP. & MAINT PLANT	611.611.221	03260	019157 P 422 00002
AUTOMATIC BUILDING CONTR FIRE ALARM INSPECTION	1,829.00	PROFESSIONAL SERVICES	611.611.202	218473	016735 p 422 00003
AVERA EDUCATION & STAFFI CPR CARDS	520.00	PROFESSIONAL SERVICES	101.111.202	2462	017376 P 436 00001
AVERA SACRED HEART HOSPI DOT CDL DRUG TESTING DOT CDL DRUG TESTING	58.00 58.00 116.00	PROFESSIONAL SERVICES PROFESSIONAL SERVICES *VENDOR TOTAL	601.601.202 101.123.202	1-2 1-2	019117 P 430 00001 019117 P 430 00002
BINDER/TIM LUMBER TRAVEL EXP	118.64 90.00 208.64	LEARNING LEARNING *VENDOR TOTAL	101.114.264 101.114.264	2.28.18 2.28.18	075889 P 435 00004 075887 P 435 00005
BOW CREEK METAL INC TEE MARKERS	1,086.80	REP. & MAINT BUILDING	641.641.223	1677	076666 P 422 00008
BRENNTAG GREAT LAKES LLC WW CHEMICALS WW CHEMICALS	482.10 742.50 1,224.60	CHEMICALS & GASES CHEMICALS & GASES *VENDOR TOTAL	611.611.240 611.611.240	BGL662283 BGL662285	016732 P 422 00010 016733 P 422 00011
BRIAN PAULSON TRAVEL EXPENSE	58.00	LEARNING	101.111.264	2.27.18	019329 P 431 00022

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills			CITY OF YANKTON GL540R-V08.04 PAGE 2
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT (CLAIM INVOICE	PO# F/P ID LINE
BROWN & SAENGER					
PAPER	527.58	OFFICE SUPPLIES	637.637.232	2242830	017176 P 422 00009
CEDAR KNOX PUBLIC POWER					
PARK ELECTRIC WATER ELECTRIC	544.24 749.92	ELECTRICITY ELECTRICITY	201.201.272 601.601.272	2.8.18 2.8.18	005243 P 397 00006 005176 P 397 00007
WAIER ELECTRIC	1,294.16	*VENDOR TOTAL	001.001.272	2.0.10	0031/0 P 39/ 0000/
CENTURYLINK					
PHONE SERVICE	3.89	TELEPHONE	101.102.271	2.27.18	002262 P 431 00006
PHONE SERVICE	6.99	TELEPHONE	101.104.271	2.27.18	002262 P 431 00007
PHONE SERVICE	3.18	TELEPHONE	101.122.271	2.27.18	002262 P 431 00008
PHONE SERVICE	17.02	TELEPHONE	101.111.271	2.27.18	002262 P 431 00009
PHONE SERVICE	8.98	TELEPHONE	101.114.271	2.27.18	002262 P 431 00010
PHONE SERVICE	0.23	TELEPHONE	101.115.271	2.27.18	002262 P 431 00011
PHONE SERVICE	0.99	TELEPHONE	101.123.271	2.27.18	002262 P 431 00012
PHONE SERVICE	1.48	TELEPHONE	101.127.271	2.27.18	002262 P 431 00013
PHONE SERVICE	3.75	TELEPHONE	201.201.271	2.27.18	002262 P 431 00014
PHONE SERVICE	4.04	TELEPHONE	601.601.271	2.27.18	002262 P 431 00015
PHONE SERVICE	2.05	TELEPHONE	611.611.271	2.27.18	002262 P 431 00016
PHONE SERVICE	1.36	TELEPHONE	637.637.271	2.27.18	002262 P 431 00017
PHONE SERVICE	2.90	TELEPHONE	801.801.271	2.27.18	002262 P 431 00018
PHONE SERVICE	581.26	TELEPHONE	101.111.271	2.28.18	002829 P 431 00001
PHONE SERVICE	168.48	TELEPHONE	101.123.271	2.28.18	002829 P 431 00002
PHONE SERVICE	105.77	TELEPHONE	611.611.271	2.28.18	003065 P 431 00003
PHONE SERVICE	83.20	TELEPHONE	601.601.271	2.28.18	003059 P 431 00004
PHONE SERVICE	83.20	TELEPHONE	611.611.271	2.28.18	003059 P 431 00005
PHONE SERVICE	246.00	TELEPHONE	601.601.271	2.28.18	002828 P 436 00002
PHONE SERVICE	166.40	TELEPHONE	611.611.271	2.28.18	002828 P 436 00003
	1,491.17	*VENDOR TOTAL			
CHRISTENSEN RADIATOR & R					
REPAIR CONTROLLER	281.85	REP. & MAINT VEHICLES		23086	075890 P 435 00009
PLOW PARTS	123.70 405.55	REP. & MAINT PLANT *VENDOR TOTAL	611.611.221	23194	019158 P 436 00004
CITY OF VERMILLION					
JT POWER CASH TRANS	46,318.54	COST OF SERVICE PROVIDED	637.637.206	2.28.18	003067 P 435 00007
CITY OF YANKTON-FOX RUN CONSTRUCTION LANDFILL	41.16	LANDFILL	641.641.276	2.12.18	003739 P 422 00016
CITY OF YANKTON-PARKS LICENSED GARBAGE	16.37	LANDFILL	201.201.276	2.12.18	003739 P 422 00017
	10.07		201.201.270	2.12.10	000709 1 122 00017
CITY OF YANKTON-SOLID WA COMPACTED GARBAGE	9,091.47	LANDFILL TIPPING FEE	631.631.219	3.1.18	005524 P 435 00008
COMFACIED GARDAGE	J, U 91.4/	TILLING LEE	001.001.213	2.1.10	000024 F 400 00008
CITY UTILITIES					
WTR/WW CHARGES	136.65	WATER SERVICE	101.127.274	2.15.18	002642 P 397 00009
WTR/WW CHARGES	60.19	WASTEWATER SERVICE	101.127.275	2.15.18	002642 P 397 00010

NUMBE ADDIT ACCURT NAME FUND & ACCURT CLEM INFORC OPA P/2 ID LIEE CITY UTITIES WERKUW CRARGES 41.53 LANDETL 101.127.276 2.15.18 00642 P 337 00112 WERKUW CRARGES 41.53 LANDETLL 101.127.276 2.15.18 00642 P 337 00112 WERKUW CRARGES 166.18 REMER SERVICE 101.125.272 2.15.18 00642 P 337 00113 WERKUW CRARGES 166.18 REMER SERVICE 101.125.272 2.15.18 002642 P 337 00113 WERKUW CRARGES 161.56 WERKUM CRARGES 101.16 274 2.15.18 002642 P 337 00113 WERKUW CRARGES 101.16 WERKUM CRARGES 101.16 274 2.15.18 002642 P 337 00113 WERKUW CRARGES 101.26 2.15.18 002642 P 337 00112 2.15.18 002642 P 337 00121 WERKUW CRARGES 101.26 2.15.18 002642 P 337 00121 2.15.18 002642 P 337 00121 WERKUW CRARGES 13.12 SEMER SERVICE 631.631.274 2.15.18 002642 P 337 00121 WERKUW CRARGES 13.23 <th>YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40</th> <th></th> <th>Schedule of Bills</th> <th></th> <th>GI</th> <th>CITY OF YANKTON 540R-V08.04 PAGE 3</th>	YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills		GI	CITY OF YANKTON 540R-V08.04 PAGE 3
CITY UTILITIES VEX.VW CHARGES 41.59 LANDFIL 101.127.276 2.15.18 002642 P.97 00011 NTR.VW CHARGES 166.19 STERNICE 101.125.274 2.15.18 002642 P.97 00011 NTR.VW CHARGES 166.19 STERNICE 101.125.275 2.15.18 002642 P.97 00011 NTR.VW CHARGES 101.55 VEX.VW CHARGES 101.55 2.15.18 002642 P.97 00011 NTR.VW CHARGES 101.55 VEX.VVC 637.637.275 2.15.18 002642 P.97 00017 NTR.VW CHARGES 131.12 SPERE SERVICE 101.114.275 2.15.18 002642 P.97 0017 NTR.VW CHARGES 131.12 SPERE SERVICE 631.631.275 2.15.18 002642 P.97 00021 NTR.VW CHARGES 17.66 NTR.PURCHARGES 62.15.21 P.97 00021 NTR.VW CHARGES 2.15.18 002642 P.97 00021 NTR.VW CHARGES 12.01 2.01.201.275 2.15.18 002642 P.97 00021 NTR.VW CHARGES 12.01 D01.114.276 2	VENDOR NAME					
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123.59 *VENDOR TOTAL CRESCENT ELECTRIC	COLLECTIONS		PROFESSIONAL SERVICES	611.611.202		
	COLLECTIONS			631.631.202	JAN 2018	001858 P 422 00014
	CRESCENT ELECTRIC					
		2,382.00	CAPITAL REPAIR & MAINTEN	101.127.301	S50464545200	01 017334 P 435 00006

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills		G	CITY OF YANKTON L540R-V08.04 PAGE 4
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
DAKOTA BEVERAGE CO INC BEER	57.00	BEER	641.641.718	7900355	019057 P 422 00024
DAKOTA PLAYGROUND TRASH CAN HOLDER LIDS	525.00	EQUIPMENT	201.201.350	300104	018920 P 422 00023
DEPT OF CORRECTIONS DOC WORK PROGRAM DOC WORK PROGRAM DOC WORK PROGRAM DOC WORK PROGRAM	186.47 186.47 186.47 186.47 745.88	REP. & MAINT BUILDING REP. & MAINT TRAIL REP. & MAINT BUILDING REP. & MAINT BUILDING *VENDOR TOTAL	204.204.223 621.621.223	C18D8349 C18D8349 C18D8349 C18D8349 C18D8349	077402 P 422 00025 077402 P 422 00026 077402 P 422 00027 077402 P 422 00028
DEPT OF REVENUE LAB TESTING LAB TESTING	90.00 382.00 472.00	PROFESSIONAL SERVICES PROFESSIONAL SERVICES *VENDOR TOTAL	203.203.202 601.601.202	10581032 10581032	018894 P 422 00029 018894 P 422 00030
DEX MEDIA EAST PHONE BOOK PHONE BOOK PHONE BOOK	10.74 16.20 10.74 37.68	PUBLISHING PUBLISHING SUBSCRIPTIONS & PUBLICAT *VENDOR TOTAL	101.101.211 101.111.211 101.114.235	110560176 110560176 110560176	003458 P 422 00020 003458 P 422 00021 003458 P 422 00022
DZIOWGO/RACHEL J EMPLOYEE APPRECIATION	168.00	EMPLOYEE COMMITTEE	101.101.141	2.8.18	019116 P 422 00031
EHRESMANN ENGINEERING IN STEEL ANGLE IRON	311.34 133.92 445.26	ROAD MATERIALS ROAD MATERIALS *VENDOR TOTAL	101.123.239 101.123.239	S14579 S14614	077079 P 422 00032 077082 P 422 00033
ETHANOL PRODUCTS LLC CARBON DIOXIDE	1,003.08	CHEMICALS & GASES	601.601.240	2202815	018887 P 431 00019
FALKENBERG CONSTRUCTION NUISANCE ABATEMENT	278.00	ABATEMENT	101.106.204	1.31.18	017332 P 422 00037
FEIMER CONSTRUCTION REPAIR MAIN BREAK	2,120.00	REP. & MAINT DISTRIBU	601.601.226	4326	018833 P 422 00036
FEJFAR PLUMBING INC CLEAR BLOCKED SEWER	93.73	REP. & MAINT BUILDING	101.141.223	50114	017333 P 422 00038
FELD EQUIPMENT CO INC/ED HELMET HEADBAND	59.00	REP. & MAINT EQUIPMEN	101.114.221	324622	075879 P 435 00013
FERGUSON WATER WORKS SUP SOFTWARE MAINT SOFTWARE MAINT	1,200.00 1,200.00 2,400.00	PROFESSIONAL SERVICES PROFESSIONAL SERVICES *VENDOR TOTAL	601.601.202 611.611.202	B095865 B095865	019019 P 422 00034 019019 P 422 00035

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills		GLS	CITY OF YANKTON 540R-V08.04 PAGE 5
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	I INVOICE	PO# F/P ID LINE
FINANCE, DEPT OF TRAVEL EXPENSE	33.00	CONFERENCE & MEETINGS	101.105.265	2.14.18	002604 P 422 00015
FIRST DAKOTA NATIONAL BA LEASE AGREE ANNUAL FEE	1,000.00	OTHER DEBT SERVICE	101.114.431	3.5.18	019410 P 436 00005
FLANNERY/KIRT OFFICER STIPEND	25.00	PROFESSIONAL SERVVOLUN	101.114.202	2.28.18	005653 P 435 00012
FRICK/ADAM OFFICER STIPEND	25.00	PROFESSIONAL SERVVOLUN	101.114.202	2.28.18	005650 P 435 00010
FRICK/BRIAN OFFICER STIPEND	50.00	PROFESSIONAL SERVVOLUN	101.114.202	2.28.18	005649 P 435 00011
GERSTNER OIL CO OIL AVIATION OIL JET FUEL	156.10 165.42 21,133.70 21,455.22	GARAGE GASOLINE & LUBRIC GARAGE GASOLINE & LUBRIC GARAGE GASOLINE & LUBRIC *VENDOR TOTAL	101.127.238	23360 29435 39857	077080 P 422 00039 072858 P 397 00034 018483 P 422 00040
GLASS CUTTER REPAIR OPENER	79.48	REP. & MAINT BUILDING	101.114.223	11756	075882 P 435 00014
GOVT. FINANCE OFFICER AS ANNUAL NEWLETTER	50.00	SUBSCRIPTIONS & PUBLICAT	101.104.235	169026S	019328 P 431 00020
GRAYMONT CAPITAL INC LIME LIME	4,686.50 4,762.94 9,449.44	CHEMICALS & GASES CHEMICALS & GASES *VENDOR TOTAL	601.601.240 601.601.240	116507 117425	018891 P 397 00035 018896 P 436 00006
HAWKINS INC SAC POOL CHEMICALS SAC POOL CHEMICALS FERRIC SAC POOL CHEMICALS	53.50 2,467.23 1,612.35 56.50 4,189.58	CHEMICALS & GASES CHEMICALS & GASES CHEMICALS & GASES CHEMICALS & GASES *VENDOR TOTAL	203.203.240 203.203.240 601.601.240 203.203.240	2566879 4226885/891 422689 4229583	077396 P 422 00042 076834 P 397 00037 018892 P 397 00036 077395 P 422 00041
HDR ENGINEERING INC WATER PLANT CONSTRUCTION	79,817.84	WATER TREATMENT FACILITY	602.602.326	1200104342	016185 P 422 00043
J & H CARE & CLEANING CO JANITORIAL SERVICES	2,795.00	CONTRACTED SERVICES	203.203.204	11950	077393 P 397 00038
JONES CONSTRUCTION/JOHN WATER PLANT CONSTRUCTION	555,395.09	WATER TREATMENT FACILITY	602.602.326	2.26.18	016186 P 422 00044
KAISER HEATING & COOLING REPLACE THERMOSTAT	257.79	REP. & MAINT BUILDING	101.114.223	59244	075880 P 435 00015

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills		GL54	CITY OF YANKTON 40R-V08.04 PAGE 6
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
LARRY'S HOME CENTER HVAC REPAIRS	789.48	REP. & MAINT BUILDING	101.141.223	21514	019202 P 422 00045
LIBRARY IDEAS LLC FREEGAL SUBSCRIPTION	1,750.00	PROFESSIONAL SERVICES	101.142.202	57241	016593 P 421 00003
LONG'S PROPANE INC PROPANE	494.50	FUEL-HEATING	641.641.273	77226	007667 P 422 00046
MACH 3 ENTERPRISES SUMMER READING PROGRAM	300.00	RECREATION SUPPLIES	701.701.242		016590 P 421 00004
MCGRATH NORTH MULLIN & K PROFESSIONAL SERVICES	4,236.00	PROFESSIONAL SERVICES	101.103.202	509432	019259 P 422 00062
MCLEODS PRINTING TRAFFIC TICKETS	1,114.80	PROFESSIONAL SERVICES	101.111.202	19731	017374 P 422 00061
MENARDS OFFICE SUPPLIES	13.48	OFFICE SUPPLIES	101.122.232	25589	014100 P 422 00060
MIDAMERICAN ENERGY FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL	566.38 18.06 1,637.92 2,788.36 981.32 1,696.37 1,012.40 1,628.31 100.00 1,078.63 348.07 15.00 5,003.65 16,874.47	FUEL-HEATING FUEL-GENERATOR FUEL-HEATING HEATING FUEL - GAS FUEL-HEATING FUEL-HEATING FUEL-HEATING ROAD MATERIALS FUEL-HEATING FUEL-HEATING FUEL-HEATING FUEL-HEATING FUEL-HEATING *VENDOR TOTAL	101.142.273 101.115.273 101.141.273 637.637.273 601.601.273 101.127.273 801.801.273 101.125.273 101.123.239 101.114.273 641.641.273 202.202.273 201.201.273	2.26.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18	002794P42100006003252P42200047003252P42200048003252P42200050003252P42200051003252P42200052003252P42200053003252P42200053003252P42200053003252P42200054003252P42200055003252P42200056003252P42200057003252P42200058
MIDAMERICAN ENERGY FUEL FUEL	100.00 16,283.38 16,383.38	FUEL-HEATING FUEL-HEATING *VENDOR TOTAL	601.601.273 611.611.273	2.27.18 2.27.18	002904 P 435 00001 002904 P 435 00002
MIDWEST ALARM COMPANY IN FIRE ALARM ALARM MAINTENANCE PROF SERVICES	384.53 613.00 63.00 1,060.53	REP. & MAINT BUILDING REP. & MAINT BUILDING PROFESSIONAL SERVICES *VENDOR TOTAL		191210 191714/191713 192228	017284 P 397 00041 075883 P 435 00017 019114 P 397 00040
MIDWEST TAPE AUDIO BOOKS	598.83	AV - CAPITAL	101.142.342	33593984	016591 P 421 00005

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills			GL54	CITY OF YANKTON 10R-V08.04 PAGE 7
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO# F/P ID LINE
MIDWEST WHEEL COMPANIES TOOLBOX	17.02	GARAGE PARTS	801.801.249		1034902	077078 p 397 00039
MILLENIUM RECYCLING SINGLE STREAM FEE	1,656.50	CONTRACTED SERVICE-MILLE	631.631.204		129814	017194 P 422 00063
MILLER PAINTING & DECORA MEM POOL PAINT	3,730.00	REP. & MAINT BUILDING	202.202.223		007-18	077281 P 397 00042
MOSER/BRAD OFFICER STIPEND	25.00	PROFESSIONAL SERVVOLUN	101.114.202		2.28.18	005654 P 435 00016
MOTOR VEHICLE DEPT, SD LICENSE PLATES RENEWAL	6.00	REP. & MAINTVEHICLES	101.111.222		1.25.18	018996 P 422 00059
NADA APPRAISAL GUIDES POP	41.35	POP	641.641.720		391468/391873	019054 P 422 00083
NOHR ENGINEERING CO ANTENNA PLAN REVIEW	980.00	EQUIPMENT	208.208.350		9319	180002 P 422 00064
NORTHWESTERN ENERGY ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT	588.73 1,949.53 232.42 1,654.72 97.04 606.83 1,661.70 1,809.95 2,201.46 24,010.47 4,780.85 852.18 901.78 272.60 238.62 1,577.67 43,436.55	ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY - STREET LIG ELECTRICITY - STREET LIG ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY *VENDOR TOTAL			2.26.18 3.5.18	002795 P 421 00007 003132 P 436 00007 003132 P 436 00008 003132 P 436 00009 003132 P 436 00010 003134 P 436 00011 003134 P 436 00012 003134 P 436 00013 003137 P 436 00014 003135 P 436 00015 003133 P 436 00017 003133 P 436 00019 003133 P 436 00020 003133 P 436 00021
O'CONNOR COMPANY AIR FILTERS	1,033.28	REP. & MAINT PLANT	611.611.221		113889/526502	016729 P 422 00065
OBSERVER ADVERTISMENT	48.00	ADVERTISING	203.203.211		2.12.18	077394 P 397 00043
PEACE OFFICERS ASSN/SD MEMBERSHIP	50.00	MEMBERSHIP DUES	101.111.261		2.6.18	017372 P 397 00051

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		GL54	CITY OF YANKTON OR-V08.04 PAGE 8		
VENDOR NAME					
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAI	M INVOICE	PO# F/P ID LINE
POLICE CHIEFS' ASSN					
CONFERENCE REGISTRATION	85.00	LEARNING	101.111.264	2.27.18	019330 P 431 00021
POWER SOURCE ELECTRIC					
INSTALL OUTLET	302.91	REP. & MAINT BUILDING	101.114.223	59138	075881 P 435 00018
PRESS DAKOTA MSTAR SOLUT					
PUBLICATION	32.06	PUBLISHING	101.106.211	2504	017327 P 397 00044
ADVERTISMENT	440.00	ADVERTISING	203.203.211	2504	077242 P 397 00045
PUBLICATION	15.83	PUBLISHING	101.101.211	2504	077443 P 397 00046
PUBLICATION	83.37	PUBLISHING	101.101.211	2504	018823 P 397 00047
PUBLICATION	278.63	PUBLISHING	101.101.211	2504	019012 P 397 00048
PUBLICATION	64.17	PUBLISHING	101.101.211	2504	019008 P 397 00049
PUBLICATION	12.22	PUBLISHING	101.106.211	2504	017328 P 397 00050
ADVERTISMENT	56.16	WEST CITY LIMITS ROAD	506.572.385	2504	014099 P 422 00067
	982.44	*VENDOR TOTAL			
PUSH PEDAL PULL					
WORKOUT EQUIPMENT	14,069.94	EQUIPMENT	203.203.350	212359	016981 P 422 00066
RASMUSSEN MECHANICAL SEV					
BOILER MAINTENANCE	2,267.12	REP. & MAINT BUILDING	101.125.223	52907	019201 P 422 00068
REINHART FOODS INC					
ENTREE	216.35	ENTREE	641.641.710	820975	019058 P 422 00069
JANITORIAL SUPPLIES	53.04	JANITORIAL SUPPLIES	641.641.236	820975	019058 P 422 00070
ENTREE	80.97	ENTREE	641.641.710	820975	019058 P 422 00071
ENTREE	14.78	ENTREE	641.641.710	820975	019058 P 422 00072
	365.14	*VENDOR TOTAL			
SAM BRUENING					
BOOT ALLOWANCE	125.00	UNIFORMS	101.111.244	2.28.18	017375 P 435 00003
SANITATION PRODUCTS INC					
BLK SW CARTS	3,250.00	EQUIPMENT	631.631.350	62713	017142 P 397 00053
SHERWIN WILLIAMS CO					
PAINT EQUIPMENT	9,359.49	EQUIPMENT	101.123.350	5597-5	017186 P 397 00052
SOUTH DAKOTA ONE CALL					
ONE CALL MESSAGE FEES	6.83	LOCATES	601.601.208	0097	019152 P 397 00054
ONE CALL MESSAGE FEES	6.82	LOCATES	611.611.208	0097	019152 P 397 00076
ONE CALL MESSAGE FEES	346.50	LOCATES	601.601.208	2246-2594-3738	019153 P 430 00003
ONE CALL MESSAGE FEES	346.50	LOCATES	611.611.208	2246-2594-3738	019153 P 430 00004
	706.65	*VENDOR TOTAL			
STERN OIL CO INC					
FUEL	21,207.70	GARAGE GASOLINE & LUBRIC	801 801 238	259267	017191 P 422 00074
f UEL	21,201.10	GARAGE GASULINE & LUBRIC	001.001.200	233201	01/191 E 422 000/4

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills			CITY OF YANKTON GL540R-V08.04 PAGE 9
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
STOCKWELL ENGINEERS INC STREETSCAPE DESIGN	8,808.00	WALNUT - 2ND TO 4TH	506.572.381	7876	014097 P 431 00024
TITLEIST GOLF BALLS RANGE BALLS GOLF BALLS GOLF HEADWEAR GOLF EQUIPMENT	103.94 4,704.00 3,273.13 185.66 257.00 8,523.73	GOLF BALLS DRIVING RANGE GOLF BALLS GOLF CAPS/VISORS GOLF EQUIPMENT *VENDOR TOTAL	641.641.760 641.641.754 641.641.760 641.641.764 641.641.768	905337103 905337104 905341202 905341579 905345952	017290 P 422 00077 017287 P 422 00080 017290 P 422 00078 017289 P 422 00075 017288 P 422 00076
TOUR EDGE GOLF GROUP INC GOLF EQUIPMENT	280.00	GOLF EQUIPMENT	641.641.768	1189565	017285 P 422 00079
TRUCK TRAILER SALES INC TRUCK REPAIRS	2,070.40	GARAGE PARTS	801.801.249	71027	017192 P 397 00055
U.S. POST OFFICE-UTIL UTILITY POSTAGE UTILITY POSTAGE UTILITY POSTAGE	560.00 630.00 210.00 1,400.00	POSTAGE POSTAGE POSTAGE *VENDOR TOTAL	601.601.231 611.611.231 631.631.231	2.16.18 2.16.18 2.16.18	001855 P 397 00056 001855 P 397 00057 001855 P 397 00058
ULTRAMAX AMMUNITION @FY@ ARMS LAUNCHER	1,025.00	EQUIPMENT	101.111.350	10.4.17	016864 P 430 00011
UNITED PARCEL SERVICE, I DELIVERY SERVICE DELIVERY SERVICE DELIVERY SERVICE DELIVERY SERVICE DELIVERY SERVICE	21.60 21.60 21.60 21.60 21.60 108.00	POSTAGE POSTAGE REP. & MAINT EQUIPMEN POSTAGE PROFESSIONAL SERVICES - *VENDOR TOTAL	101.114.231	572347088 572347088 572347088 572347088 572347088 572347088	003830 P 435 00019 003830 P 435 00020 003830 P 435 00021 003830 P 435 00022 003830 P 435 00023
UNITED STATES POSTAL SER POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE	92.65 160.93 119.47 3.76 0.94 35.68 23.93 14.74 15.14 15.78 2.73 69.18 77.83 25.95 3.29 662.00	POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE	101.122.231 101.104.231 101.111.231 201.201.231 101.122.231 637.637.231 101.102.231 101.106.231 641.641.231 203.203.231 611.611.231 601.601.231 611.611.231 631.631.231 101.122.231	2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18 2.27.18	002989 P 431 00025 002989 P 431 00026 002989 P 431 00027 002989 P 431 00028 002989 P 431 00029 002989 P 431 00030 002989 P 431 00031 002989 P 431 00033 002989 P 431 00034 002989 P 431 00035 002989 P 431 00036 002989 P 431 00037 002989 P 431 00038

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills		GL54	CITY OF YANKTON 10R-V08.04 PAGE 10
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
US BANK EQUIPMENT FINANC COPIER LEASE	323.63	RENTALS & XEROX SUPPLIES	101.142.212	351514450	016592 P 421 00008
US BANK SPA LOCKBOX CM96 C462038-01 DRK WATER #1 C462038-05 DRK WATER #1 C462038-05 DRK WATER #5 C462038-05 DRK WATER #3 C462038-03 DRK WATER #3 C462038-04 DRK WATER #4 C462038-04 DRK WATER #4 C461038-04 DRK WATER #4 C461038-04 DRK WATER #4 C461038-03 DRK WATER #3 C462038-03 DRK WATER #3 C462038-02 DRK WATER #2 C462038-02 DRK WATER #2	11,139.66 50,210.21 85,928.53 63,114.79 13,910.81 27,369.11 10,792.15 22,210.91 5,609.30 4,288.37 19,336.86 87,157.73 4,755.80 10,545.47	SRF LOAN BOND INTEREST SRF LOAN PRINCIPAL SRF LOAN PRINCIPAL SRF LOAN PRINCIPAL SRF LOAN PRINCIPAL SRF LOAN BOND INTEREST SRF LOAN BOND INTEREST PRINCIPAL SRF LOAN BOND INTEREST PRINCIPAL SRF LOAN BOND INTEREST SRF LOAN BOND INTEREST SRF LOAN BOND INTEREST SRF LOAN PRINCIPAL	604.604.411 604.604.441 607.607.411 607.607.441 604.604.411 604.604.441 604.604.441 604.604.441 614.614.411 614.614.441 614.614.441 614.614.441 604.604.411 604.604.441	3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18 3.2.18	019402 P 435 00029 019402 P 435 00030 019408 P 435 00031 019408 P 435 00032 019404 P 435 00033 019404 P 435 00033 019404 P 435 00034 019405 P 435 00036 019405 P 435 00037 019407 P 435 00038 019406 P 435 00040 019403 P 435 00041
VENTURE BALLISTIC COMPOS	416,369.70 3,500.00	*VENDOR TOTAL EQUIPMENT	101.111.350	10.31.17	017349 P 430 00010
VILLANUEVA/MIKE TRAVEL EXP	90.00	LEARNING	101.114.264	2.28.18	075886 P 435 00024
WAGE WORKS INC FSA SERVICE FEE FSA SERVICE FEE	$\begin{array}{c} 65.00\\ 5.00\\ 5.00\\ 5.00\\ 20.00\\ 10.00\\ 5.00\\ 10.00\\ 5.00\\ 135.00\\ \end{array}$	PROFESSIONAL SERVICES - PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES *VENDOR TOTAL	101.105.202 101.111.202	INV535607 INV535607 INV535607 INV535607 INV535607 INV535607 INV535607 INV535607 INV535607 INV535607	005311 P 397 00059 005311 P 397 00060 005311 P 397 00061 005311 P 397 00062 005311 P 397 00063 397 00064 397 00065 397 00066 397 00067 397 00068
WESTY'S ELECTRIC LLC LOCKER ROOM MAINTENANCE	503.67	REP. & MAINT BUILDING	203.203.223	C45C001	077403 P 422 00084
WHOLESALE SUPPLY INC CANDY CANDY	20.25 9.65 29.90	CANDY CANDY *VENDOR TOTAL	641.641.714 641.641.714		019054 P 422 00081 019054 P 422 00082
WOEHL/TOBY OFFICER STIPEND	25.00	PROFESSIONAL SERVVOLUN	101.114.202	2.28.18	005652 P 435 00025

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills			CITY OF YANKTON GL540R-V08.04 PAGE 11
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIN	1 INVOICE	PO# F/P ID LINE
XEROX CORPORATION COPIER LEASE COPIER LEASE COPIER LEASE COPIER LEASE	700.86 337.12 210.55 163.42 1,411.95	ACCOUNTS RECEIVABLE COPIES ACCOUNTS RECEIVABLE CONTRACTED SERVICES *VENDOR TOTAL	713.1311 101.111.234 713.1311 203.203.204	2418-2423 2418-2423 2418-2423 92073442	
YANKTON AG SERVICE PARKS SUPPLIES	20.89	REP. & MAINT BUILDING	201.201.223	43910	077280 P 397 00070
YANKTON AREA ARTS ASSN SUMMER BAND	3,600.00	SUMMER BAND	101.131.559	2.14.18	077401 P 422 00085
YANKTON AREA ICE ASSOCIA REIMBURSEMENT	423.95	CONTRACTUAL AGREEMENT	203.203.213	2.12.18	016980 P 422 00089
YANKTON AREA PROG. GROWT MEETING REGISTRATION	30.00	CONFERENCE & MEETINGS	101.102.265	262	019258 P 422 00087
YANKTON COUNTY AUDITOR YC CAPITAL IMPROVE COST	15,740.81	RENT FOR SAFETY CENTER	101.111.212	3.2.18	019409 P 435 00043
YANKTON FIRE & SAFETY CO ANNUAL INSPECTION ANNUAL INSPECTION	231.00 367.50 598.50	REP. & MAINT BUILDING MEDICAL & SAFETY SUPPLIE *VENDOR TOTAL		2.14.18 23043	072859 P 422 00086 077279 P 422 00088
YANKTON JANITOR SUPPLY I SUPPLIES	104.80	REP. & MAINT BUILDING	101.114.223	429248	075884 P 435 00028
YANKTON MEDICAL CLINIC EMPLOYMENT SCREENING PRE-EMPLOYMENT SCREENING PRE-EMPLOYMENT SCREENING PRE-EMPLOYMENT SCREENING	268.00 50.00 50.00 155.00 523.00	PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES *VENDOR TOTAL	101.111.202 208.208.202 611.611.202 101.102.202	4274 4274 4274 4274	077312 P 397 00071 019119 P 430 00005 019119 P 430 00006 019119 P 430 00007
YANKTON SCHOOL DISTRICT SAC 4TH QRTR EXP SAC 4TH QRTR EXP	2,113.50 28,861.54 30,975.04	COMMON BLDG EQUIPMENT COST OF SERVICE PROVIDED *VENDOR TOTAL		1.15.18 1.15.18	018922 P 430 00008 018922 P 430 00009
YANKTON VOL FIRE DEPARTM JAN/FEB FIRE CALLS/DRILL	1,700.00	PROFESSIONAL SERVVOLUN	101.114.202	3.5.18	075892 P 436 00025
ZIEGLER/WILLIAM P OFFICER STIPEND TRAVEL EXP	50.00 90.00 140.00	PROFESSIONAL SERVVOLUN LEARNING *VENDOR TOTAL	101.114.202 101.114.264	2.28.18 2.28.18	005651 P 435 00026 075885 P 435 00027

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills			CITY OF YANKTON GL540R-V08.04 PAGE 12
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CL	AIM INVOICE	PO# F/P ID LINE
3D SPECIALTIES INC SIGNS	97.72	ROAD MATERIALS	101.123.239	200906	017172 P 397 00072

YANKTON FINANCIAL SYSTEM 03/08/2018 15:40:40		Schedule of Bills				GL540R-V08	CITY OF YAN 0.04 PAGE	NKTON 13
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM I	INVOICE	PO#	F/P ID LIN	NE
REPORT TOTALS:	1,413,466.28							

RECORDS PRINTED - 000289

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	123,007.33
201	PARKS AND RECREATION	9,410.36
202	PARK IMPROVEMENT	7,257.99
203	SUMMIT ACTIVITY CENTER	50,419.93
204	MARNE CREEK	186.47
208	911/DISPATCH	1,040.00
506	SPECIAL CAPITAL IMPROV	10,977.66
601	WATER OPERATION	21,326.90
602	WATER RENEWAL/REPLACEMENT	635,212.93
604	2001 STATE REVOLVING LOAN	150,934.12
607	WATER PLANT RENOVATION	149,043.32
611	WASTE WATER OPERATION	32,939.81
614	STATE REVOLVING LOAN FUND	116,392.26
621	CEMETERY OPERATION	418.89
631	SOLID WASTE	14,486.64
637	JOINT POWER	50,859.84
641	GOLF COURSE	13,195.74
701	LIBRARY TRUST	300.00
713	COPIES & POSTAGE	911.41
801	CENTRAL GARAGE	25,144.68
		,
TOTAL	ALL FUNDS	1,413,466.28
		, , , , , , , , , , , , , , , , , , , ,

BANK	RECAP:	
BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,413,466.28
TOTAI	ALL BANKS	1,413,466.28

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY

YANKTON FINANCIAL SYSTEM 03/01/2018 10:19:28	Manual Check Register			CITY GL540R-V08.04	Y OF YANKTON PAGE 1
CLAIM NUMBER DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT I	NVOICE PO# F/	'P ID LINE
	06454				
EMPLOYEE DEDUCTION EMPLOYEE DEDUCTION	685.83 685.83 1,371.66	MISC. EMP. DED. MISC. EMP. DED. *TOTAL	711.2079 711.2079	005136 F 005136 F	7 412 00007 7 412 00061
AMERICAN FAMILY LIFE COR CANCER & ICU PREMIUMS AVERA HEALTH PLANS	00025 7,736.92 05140	CANCER & ICU SUPPLEMENTA	711.2075	001234 E	F 412 00067
HEALTH INS - MARCH	83,000.84		711.2068	005646 F	F 412 00066
2018 EAP INSURANCE DELTA DENTAL	05529 5,792.00 04160	HEALTH INSURANCE	711.2068	005669 E	7 412 00098
DELIA DENIAL DENTAL INS - MARCH DEPT OF SOCIAL SERVICES	8,140.26		711.2059	003190 F	F 412 00068
EMPLOYEE DEDUCTION	848.75	MISC. EMP. DED. MISC. EMP. DED.	711.2079 711.2079	003562 E 003562 E	7 412 00008 7 412 00062
DROTZMANN CONSTRUCTION L SIDEWALK OVERSIZING ERICKSON/JOSEPH O. TRAINING	1,168.00	BUILDINGS & STRUCTURES	101.123.320 4	59 017331 F	7 412 00053
TRAINING TRAINING TRAINING TRAINING	135.00 150.00 135.00 150.00 570.00	LEARNING LEARNING LEARNING	101.111.264 101.111.264 101.111.264 101.111.264	005661 F 005662 F 005663 F 005664 F	F 412 00001 F 412 00002 F 412 00047 F 412 00048
FIRST NATL BANK SOUTH DA EMPLOYEE DEDUCTION EMPLOYEE DEDUCTION EMPLOYEE DEDUCTION EMPLOYEE DEDUCTION	04389 729.15 729.15 612.08	AFLAC DAYCARE AFLAC DAYCARE AFLAC MEDICAL AFLAC MEDICAL	711.2077 711.2077 711.2078 711.2078	003301 F 003301 F 003301 F 003301 F	F 412 00005 F 412 00059 F 412 00006 F 412 00060
FOOTE/JASON K9 CONFERENCE	05152 520.00		101.111.265	005670 E	F 412 00096
GOSCMA CONFERENCE REGISTRATION JONATHAN MAY	06259 150.00	CONFERENCE & MEETINGS	101.102.265		7 412 00116
REPLACE CHECK #61165 REPLACE CHECK #61165	60.00	RECREATION SUPPLIES RECREATION SUPPLIES *TOTAL	701.701.242 701.701.242		7 412 00049 7 412 00050
JONES/MATTHEW MIDWEST REGION P&R CONF	07230 1,250.00	MIDWEST REGION CONFERENC	201.201.205	018721 E	7 412 00013
MINNESOTA LIFE INSURANCE LIFE INSURANCE - MARCH MURGUIA/JAVIER		LIFE INSURANCE	711.2069	005179 E	7 412 00100
LIFE INSURANCE - MARCH MURGUIA/JAVIER TRAINING NEUMAYER/BRIAN TRAINING TRAININC	80.00	TRAVEL EXPENSE	101.111.263	005673 E	7 412 00104
TRAINING TRAINING	110.00 110.00 220.00	INAVEL EXFENSE	101.111.263 101.111.263		7 412 00102 7 412 00103

YANKTON FINANCIAL SYSTEM 03/01/2018 10:19:28		Manual Check Register			CITY OF YANKTON GL540R-V08.04 PAGE 2
	••••	• • • • • • • • • • • • • • • • • • • •			
CLAIM NUMBER					
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO# F/P ID LINE
NOLZ/PAT	03928				
TRAINING TRAINING	64.00 75.00 139.00	LEARNING LEARNING *TOTAL	101.111.264 101.111.264		005659 F 412 00011 005660 F 412 00012
POSTMASTER	04458				
POSTAGE PERMIT FEE	123.75	POSTAGE	601.601.231		005668 F 412 00054
POSTAGE PERMIT FEE POSTAGE PERMIT FEE	67.50 33.75 225.00	POSTAGE POSTAGE *TOTAL	611.611.231 631.631.231		005668 F 412 00056 005668 F 412 00055
RETIREMENT, SD	00519				
SD RETIREMENT - FEB 2018	72,524.09	SD RETIREMENT SYSTEM	711.2066		002809 F 412 00065
SD PUBLIC ASSURANCE ALLI	05569				
PROP/LIABILITY INSURANCE	11,845.23	INSURANCE	101.101.201	25119	019020 F 412 00069
PROP/LIABILITY INSURANCE	419.24	INSURANCE	101.102.201	25119	019020 F 412 00070
PROP/LIABILITY INSURANCE		INSURANCE	101.104.201	25119	019020 F 412 00071
PROP/LIABILITY INSURANCE		INSURANCE	101.105.201	25119	019020 F 412 00072
PROP/LIABILITY INSURANCE		INSURANCE	101.106.201	25119	019020 F 412 00073
PROP/LIABILITY INSURANCE		INSURANCE	101.111.201	25119	019020 F 412 00074
PROP/LIABILITY INSURANCE		INSURANCE	101.111.201	25119	019020 F 412 00075
PROP/LIABILITY INSURANCE		INSURANCE	101.122.201	25119	019020 F 412 00076
PROP/LIABILITY INSURANCE		INSURANCE	101.123.201	25119	019020 F 412 00077
PROP/LIABILITY INSURANCE		INSURANCE	101.124.201	25119	019020 F 412 00078
PROP/LIABILITY INSURANCE PROP/LIABILITY INSURANCE		INSURANCE INSURANCE	101.125.201 101.126.201	25119 25119	019020 F 412 00079 019020 F 412 00080
PROP/LIABILITI INSURANCE PROP/LIABILITY INSURANCE		INSURANCE	101.127.201	25119	019020 F 412 00080 019020 F 412 00081
PROP/LIABILITI INSURANCE PROP/LIABILITY INSURANCE		INSURANCE	101.141.201	25119	019020 F 412 00081 019020 F 412 00082
PROP/LIABILITY INSURANCE		INSURANCE	101.142.201	25119	019020 F 412 00082
PROP/LIABILITY INSURANCE		INSURANCE	201.201.201	25119	019020 F 412 00084
PROP/LIABILITY INSURANCE		INSURANCE	202.202.201	25119	019020 F 412 00085
PROP/LIABILITY INSURANCE		INSURANCE	203.203.201	25119	019020 F 412 00086
PROP/LIABILITY INSURANCE		INSURANCE	204.204.201	25119	019020 F 412 00087
PROP/LIABILITY INSURANCE		INSURANCE	208.208.201	25119	019020 F 412 00088
PROP/LIABILITY INSURANCE	57 , 967.20	INSURANCE	601.601.201	25119	019020 F 412 00089
PROP/LIABILITY INSURANCE	93,967.45	INSURANCE	611.611.201	25119	019020 F 412 00090
PROP/LIABILITY INSURANCE	553.67	INSURANCE	621.621.201	25119	019020 F 412 00091
PROP/LIABILITY INSURANCE		INSURANCE	631.631.201	25119	019020 F 412 00092
PROP/LIABILITY INSURANCE		INSURANCE POLICIES	637.637.201	25119	019020 F 412 00093
PROP/LIABILITY INSURANCE		INSURANCE POLICIES	637.638.201	25119	019020 F 412 00094
PROP/LIABILITY INSURANCE	305,865.68	INSURANCE *TOTAL	641.641.201	25119	019020 F 412 00095
SDCMA	04882	CONFEDENCE 6 MEETINGO	101 100 005		010061 - 410 00117
REGISTRATION SDCMA	100.00 07118	CONFERENCE & MEETINGS	101.102.265		019261 F 412 00117
SDDOT-OFFICE AIR RAIL TR AIRPORTS CONFERENCE	150.00	CONFERENCE & MEETINGS	101.127.265		017343 F 412 00099
SDML	04259	CONFERENCE & MEETINGS	TOT.TC1.200		01/343 F 412 00099
MUNICIPAL LEAGUE MEETING		CONFERENCE & MEETINGS	101.102.265		019260 F 412 00107
MUNICIPAL LEAGUE MEETING		CONFERENCE & MEETINGS	101.104.265		019260 F 412 00106

YANKTON FINANCIAL SYSTEM 03/01/2018 10:19:28

CLAIM NUMBER

GI

Manual Check Register

	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT INVOICE	PO# F/P ID LINE
SDML	MUNICIPAL LEAGUE MEETING MUNICIPAL LEAGUE MEETING	04259			019260 F 412 00108 019260 F 412 00109 019260 F 412 00110 019260 F 412 00111 019260 F 412 00112 019260 F 412 00113 019260 F 412 00114 019260 F 412 00114 019260 F 412 00115 003591 F 412 0004 003591 F 412 00058 003591 F 412 00057
001111	MUNICIPAL LEAGUE MEETING	15.00	CONFERENCE & MEETINGS	101.106.265	019260 F 412 00108
	MUNICIPAL LEAGUE MEETING	15.00		101.106.265	019260 F 412 00109
	MUNICIPAL LEAGUE MEETING	15.00		101.106.265	019260 F 412 00110
	MUNICIPAL LEAGUE MEETING	15.00	CONFERENCE & MEETINGS	101.106.265 101.122.265	019260 F 412 00111
	MUNICIPAL LEAGUE MEETING	15.00		101.123.264	019260 F 412 00112
	MUNICIPAL LEAGUE MEETING	15.00		101.123.264	019260 F 412 00113
	MUNICIPAL LEAGUE MEETING	15.00	CONFERENCE & MEETINGS	101.142.265	019260 F 412 00105
	MUNICIPAL LEAGUE MEETING	15.00	TRAVEL EXPENSE	611.611.263	019260 F 412 00114
	MUNICIPAL LEAGUE MEETING	15.00	TRAVEL EXPENSE	611.611.263	019260 F 412 00115
		165.00	*TOTAL		
SDSRP		04992			003591 F 412 00004 003591 F 412 00058 003591 F 412 00003 003591 F 412 00057
	EMPLOYEE DEDUCTION	1,841.50	ROTH 457 SDRS-SRP	711.2056 711.2056 711.2058 711.2058	003591 F 412 00004
	EMPLOYEE DEDUCTION	1,971.50	ROTH 457 SDRS-SRP	711.2056	003591 F 412 00058
	EMPLOYEE DEDUCTION	1,707.53	SDRS SUPPLEMENTAL RETIRE	711.2058	003591 F 412 00003
	EMPLOYEE DEDUCTION	1,707.53	SDRS SUPPLEMENTAL RETIRE	711.2058	003591 F 412 00057
	EMPLOYEE DEDUCTION EMPLOYEE DEDUCTION EMPLOYEE DEDUCTION ACTIVITY CENTER	7,228.06	*TOTAL		
SUMMIT	ACTIVITY CENTER	03787			
	EMPLOYEE DEDUCTION FE FINANCIAL	775.60	SUMMIT ACTIVITIES CENTER	711.2062	002981 F 412 00064
SUN LI	FE FINANCIAL	06804			
	VISION INSURANCE - FEB	1,098.50		711.2068	005313 F 412 00009
	VISION INSURANCE-MARCH	1,181.18		711.2068	005313 F 412 00097
		2,279.68	*TOTAL		
SURIAN		.15399			
	REPLACE CHECK #61208 REPLACE CHECK #61208	2.85	SALES TAX PAYABLE ANNUAL MEMBERSHIPS	203.2073	005667 F 412 00052
	REPLACE CHECK #61208			203.3740	005667 F 412 00051
	LTD 17	40.85 00918	*TOTAL		
UNITED			UNITED FUND	711.2070	001142 F 412 00063
	ROADBAND	118.00 06976	UNITED FUND	/11.20/0	001142 F 412 00083
VASI DI	PHONE BILL - FEB	51 67	TELEPHONE	101 102 271	003513 F 412 00015
		51.67 96.91	TELEPHONE	101.102.271 101.102.271	003513 F 412 00013
	PHONE BILL - FEB	103 53		101.104.271	003513 F 412 00016
	PHONE BILL - FEB	181.06		101.104.271	003513 F 412 00032
	INTERNET SERVICE	1.068.74		101.105.270	003751 F 412 00014
	PHONE BILL - FEB	12.64	TELEPHONE	101.105.271	003513 F 412 00017
	PHONE BILL - FEB	21.52	TELEPHONE	101.105.271	003513 F 412 00033
	PHONE BILL - FEB	48.00		101.106.271	003513 F 412 00018
	PHONE BILL - FEB	95.42		101.106.271	003513 F 412 00034
	PHONE BILL - FEB	96.91 103.53 181.06 1,068.74 12.64 21.52 48.00 95.42 20.15 33.31 62.58	TELEPHONE	101.111.271	003513 F 412 00019
	PHONE BILL - FEB	33.31		101.111.271	003513 F 412 00035
	PHONE BILL - FEB	62.58	TELEPHONE	101.114.271	003513 F 412 00020
	PHONE BILL - FEB	62.58 102.44	TELEPHONE	101.114.271	003513 F 412 00036
	PHONE BILL - FEB	96.60 175.12		101.122.271	003513 F 412 00021
	PHONE BILL - FEB	175.12		101.122.271	003513 F 412 00037
	PHONE BILL - FEB	37.11 66.40	TELEPHONE	101.123.271	003513 F 412 00022
	PHONE BILL - FEB	66.40	TELEPHONE	101.123.271	003513 F 412 00038

YANKTON FINANCIAL SYSTEM 03/01/2018 10:19:28		Manual Check Registe	er	CITY OF YANKTON GL540R-V08.04 PAGE 4
	••••		• • • • •	
CLAIM NUMBER				
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT IN	VOICE PO# F/P ID LINE
VAST BROADBAND	06976			
PHONE BILL - FEB	41.26	TELEPHONE	101.142.271	003513 F 412 00023
PHONE BILL - FEB	80.50	TELEPHONE	101.142.271	003513 F 412 00039
PHONE BILL - FEB	143.25	TELEPHONE	201.201.271	003513 F 412 00024
PHONE BILL - FEB	236.77	TELEPHONE	201.201.271	003513 F 412 00040
PHONE BILL - FEB	20.75	TELEPHONE	202.202.271	003513 F 412 00025
PHONE BILL - FEB	34.30	TELEPHONE	202.202.271	003513 F 412 00041
PHONE BILL - FEB	135.47	TELEPHONE	203.203.271	003513 F 412 00026
PHONE BILL - FEB	223.91	TELEPHONE	203.203.271	003513 F 412 00042
PHONE SERVICE	34.68	TELEPHONE	601.601.271	003976 F 412 00010
PHONE BILL - FEB	87.74	TELEPHONE	601.601.271	003513 F 412 00027
PHONE BILL - FEB	140.08	TELEPHONE	601.601.271	003513 F 412 00043
PHONE BILL - FEB	12.64	TELEPHONE	611.611.271	003513 F 412 00028
PHONE BILL - FEB	27.56	TELEPHONE	611.611.271	003513 F 412 00044
PHONE BILL - FEB	20.15	TELEPHONE	637.637.271	003513 F 412 00029
PHONE BILL - FEB	34.79	TELEPHONE	637.637.271	003513 F 412 00045
PHONE BILL - FEB	38.85	TELEPHONE	641.641.271	003513 F 412 00030
PHONE BILL - FEB	67.26	TELEPHONE	641.641.271	003513 F 412 00046
	3,653.16	*TOTAL		
WEGNER AUTO CO INC	04954			
2018 RAM PICKUP	28,444.00 537,115.65	EQUIPMENT **CLAIMS TOTAL	101.127.350 2-	14-18 017341 F 412 00101

YANKTON FINANCIAL SYSTEM 03/01/2018 10:19:28					CITY OF YANKTON GL540R-V08.04 PAGE 5
CLAIM NUMBER DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO# F/P ID LINE
REPORT TOTALS:	537,115.65				

RECORDS PRINTED - 000117

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
		100 000 01
101	GENERAL FUND	136,887.71
201	PARKS AND RECREATION	16,801.26
202	PARK IMPROVEMENT	254.69
203	SUMMIT ACTIVITY CENTER	1,233.39
204	MARNE CREEK	443.20
208	911/DISPATCH	5,953.24
601	WATER OPERATION	58,353.45
611	WASTE WATER OPERATION	94,105.15
621	CEMETERY OPERATION	553.67
631	SOLID WASTE	6,890.69
637	JOINT POWER	15,361.94
641	GOLF COURSE	5,902.30
701	LIBRARY TRUST	300.00
711	EMPLOYEE BENEFIT	194,074.96
TOTAL	ALL FUNDS	537,115.65

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	537,115.65
TOTAL	ALL BANKS	537,115.65

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE	 APPROVED BY	

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		GL540R-V0	CITY OF YANKTON 8.04 PAGE 1
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT C	TATM TNUOTOR	PO#	F/P ID LINE
DESCRIPTION	AMOONT	ACCOUNT NAME	FOND & ACCOUNT C.	LAIM INVOICE	r0#	F/F ID LINE
ACCUCUT, LLC						
SUPPLIES	70.00	OFFICE SUPPLIES	101.142.232	Ferrell		434 00335
DIECUT	30.00	PROGRAM SUPPLIES	101.142.242	Ferrell Ferrell		434 00336
SHIPPING	15.00 115.00	POSTAGE *VENDOR TOTAL	101.142.231	Ferrell		434 00337
AMAZON MKTPLACE PMTS						
PORT STORAGE DEVICES	155.74	OFFICE SUPPLIES	101.111.232	Brandt		434 00045
EMERGENCY SIGN	12.95	MEDICAL, SAFETY, & LAB. S		Chytka		434 00172
OFFICE SUPPLIES	77.72	OFFICE SUPPLIES	101.142.232	Dobrovolı	ny	434 00020
BOOKS	97.43	BOOKS	101.142.340	Dobrovolı		434 00176
PROGRAM SUPPLIES	17.99	PROGRAM SUPPLIES	101.142.242	Dobrovolı	ny	434 00177
DVDS	203.14	AV - CAPITAL	101.142.342	Dobrovolı	ny	434 00178
BOOK	14.72	BOOKS	101.142.340	Dobrovolı	лy	434 00481
PLOTTER PAPER	152.92	OFFICE SUPPLIES	101.122.232	Goeden		434 00134
DIARY PLANNERS	177.88	OFFICE SUPPLIES	101.122.232	Goeden		434 00210
REPAIR PARTS	18.95	REP. & MAINT COLLECTI		Kirchner		434 00229
EQUIPMENT SUPPLIES	84.95	REP. & MAINT EQUIPMEN		McHenry		434 00280
RECREATION SUPPLIES	88.84	RECREATION SUPPLIES	203.203.242	McHenry		434 00330
DOOR HANGERS	78.10 68.84	OFFICE SUPPLIES OFFICE SUPPLIES	201.201.232 208.208.232	McHenry Peters		434 00478 434 00488
REPLACEMENT PHONE RECREATION SUPPLIES	68.84 99.95	RECREATION SUPPLIES	208.208.232	Schieffer	~	434 00488 434 00073
RECREATION SUPPLIES	89.95	RECREATION SUPPLIES	641.641.242	Schieffer		434 00073
WATER BELTS	116.80	RECREATION SUPPLIES	203.203.242	Wattier	L	434 00412
	1,556.87	*VENDOR TOTAL	200.200.212	Maccrer		101 00112
AMAZON MKTPLACE PMTS W						
FRIENDS GAMES	187.97	RECREATION SUPPLIES	701.701.242	Dobrovolı	ny	434 00022
BOOKS	52.54	BOOKS	101.142.340	Dobrovolı	1	434 00023
DVDS	37.88	AV - CAPITAL	101.142.342	Dobrovolı	ný	434 00024
BOOKS	24.41	BOOKS	101.142.340	Dobrovolı	ny	434 00346
DVDS	45.83	AV - CAPITAL	101.142.342	Dobrovolı		434 00347
GARDEN CLUB BOOK	12.99	OFFICE SUPPLIES	701.701.232	Dobrovolı	1	434 00362
DVDS	62.01	AV - CAPITAL	101.142.342	Dobrovolı	1	434 00363
BOOKS	120.48	BOOKS	101.142.340	Dobrovolı	-	434 00364
GLUE STICKS	32.67	OFFICE SUPPLIES	101.142.232	Dobrovolı	лу	434 00383
	576.78	*VENDOR TOTAL				
AMAZON VIDEO ON DEMAND						
VIDEO	21.29	AV - CAPITAL	101.142.342	Dobrovolı		434 00217
VIDEO RETURN	21.29CR 0.00	AV - CAPITAL *VENDOR TOTAL	101.142.342	Dobrovolı	лу	434 00219
AMAZON.COM						
OFFICE SUPPLIES	125.93	OFFICE SUPPLIES	101.142.232	Dobrovolı	ny	434 00341
OFFICE SUPPLIES	23.42	OFFICE SUPPLIES	203.203.232	McHenry		434 00138
UPS BATTERY	47.99	OFFICE SUPPLIES	641.641.232	Peters		434 00114
TONER	88.70	OFFICE SUPPLIES	101.142.232	Peters		434 00310
	286.04	*VENDOR TOTAL				

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50	P-Card Schedule of Bills				CITY OF YANKTON GL540R-V08.04 PAGE 2	
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE	
AMAZON.COM AMZN.COM/BI DISPOSABLE GLOVES	148.04	MEDICAL,SAFETY, & LAB. S	601.601.243	Chytka	434 00147	
AMERICAN LIBRARY ASSN LIBRARY SUPPLIES SHIPPING	124.90 14.00	OFFICE SUPPLIES POSTAGE	101.142.232 101.142.231	Ferrell Ferrell	434 00046 434 00047	
BOOKS	57.60 196.50	BOOKS *VENDOR TOTAL	101.142.340	Ferrell	434 00048	
AMERICAN PUBLIC WORKS APWA ANNUAL MEMBERSHIP	196.00	MEMBERSHIP DUES	101.122.261	Haberman	434 00342	
AMERICAN RED CROSS LIFEGUARD BOOKS	481.19	RECREATION SUPPLIES	203.203.242	Wattier	434 00307	
APPEARA TOWELS TOWELS	173.35 104.13 277.48	CONTRACTED SERVICES CONTRACTED SERVICES-OPER *VENDOR TOTAL	203.203.204 641.641.204	McHenry McHenry	434 00361 434 00372	
ARBYS 7664 DOC WORK PROGRAM	35.42	REP. & MAINT BUILDING	101.141.223	Miles	434 00365	
AT&T*BILL PAYMENT						
CELL PHONE	38.05	TELEPHONE	201.201.271	Bailey	434 00343	
CELL PHONE	55.98	TELEPHONE	101.127.271	Bailey	434 00441	
CELL PHONE CELL PHONE	75.01 29.58	TELEPHONE TELEPHONE	101.111.271 201.201.271	Bailey Bailey	434 00442 434 00443	
CELL PHONE	50.65	TELEPHONE	601.601.271	Bailey	434 00444	
CELL PHONE	40.11	TELEPHONE	611.611.271	Bailey	434 00445	
CELL PHONE	69.82	TELEPHONE	101.123.271	Bailey	434 00452	
PATROL CARS CELL ACCESS	336.01 695.21	REP. & MAINT EQUIPMEN *VENDOR TOTAL	101.111.221	Brandt	434 00274	
AUTOZONE #3795						
WASHER FLUID	20.28 15.00	GARAGE PARTS	801.801.249	Robb	434 00004	
WIPER BLADES ANTIFREEZE	35.94	GARAGE PARTS GARAGE PARTS	801.801.249 801.801.249	Robb Robb	434 00234 434 00340	
ANTIFREEZE, WIPER BLADES	62.94	GARAGE PARTS	801.801.249	Robb	434 00344	
ANTIFREEZE CREDIT	47.94CR		801.801.249	Robb	434 00350	
ANTIFREEZE	53.94	GARAGE PARTS	801.801.249	Robb	434 00357	
WIPER BLADE, WASHER FLUID	100.50 240.66	GARAGE PARTS *VENDOR TOTAL	801.801.249	Robb	434 00468	
B & B TECHNOLOGIES INC EQUIPMENT REPAIRS	628.46	REP. & MAINT EQUIPMEN	641.641.221	McHenry	434 00009	
BOMGAARS #2 YANKTON						
CEMETERY SUPPLIES	42.99	REP. & MAINT BUILDING		Bornitz	434 00173	
CEMETERY SUPPLIES	50.54	REP. & MAINT EQUIPMEN		Bornitz	434 00385	
PROMOTIONAL HEARTS	16.97	PROMOTIONAL	201.201.210	Bornitz	434 00449	

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		CITY OF YANKTON GL540R-V08.04 PAGE 3			
VENDOR NAME					
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT C	LAIM INVOICE	PO# F/P ID LINE
BOMGAARS #2 YANKTON					
SNOW SCRAPER	5.69	REP. & MAINTVEHICLES	601.601.222	Chytka	434 00264
HOSE FITTINGS	17.28	REP. & MAINT PLANT	601.601.221	Chytka	434 00382
FOAM SEAL	3.49	REP. & MAINT PLANT	601.601.221	Chytka	434 00490
SHOP SUPPLIES	34.01	REP. & MAINT BUILDING		Frick	434 00495
SHOP SUPPLIES	169.98	REP. & MAINT BUILDING		Gleich	434 00387
SAMPLER PUMP TUBING	125.26	REP. & MAINT PLANT	611.611.221	Hanson	434 00057
SMALL TOOLS	27.17	SMALL TOOLS & HARDWARE	611.611.247	Hanson	434 00146
REPAIR SUPPLIES REPAIR SUPPLIES	27.90 11.98	REP. & MAINT DISTRIBU		Kirchner Kirchner	
REPAIR SUPPLIES REPAIR PARTS	9.85	REP. & MAINT DISTRIBU REP. & MAINT DISTRIBU		Kirchner	434 00031 434 00184
TOOLS	55.98	SMALL TOOLS & HARDWARE	601.601.247	Kirchner	
PAINT	23.99	ROAD MATERIALS	101.123.239	Kulhavy	434 00163
HARDWARE	3.99	SMALL TOOLS & HARDWARE	641.641.247	Metz	434 00254
SMALL TOOLS	37.48	SMALL TOOLS & HARDWARE		Metz	434 00297
EQUIPMENT SUPPLIES	19.98	REP. & MAINT EQUIPMEN		Metz	434 00326
PAINT	55.91	ROAD MATERIALS	101.123.239	Rohde	434 00027
WATER SHUTOFF	2.44	SMALL TOOLS & HARDWARE	101.123.247	Rohde	434 00311
WIPER BLADES	35.98	REP. & MAINTVEHICLES	101.127.222	Roinstad	434 00155
SMALL TOOLS & HARDWARE	97.92	SMALL TOOLS & HARDWARE	201.201.247	Snook	434 00446
	876.78	*VENDOR TOTAL			
BORDER STATES ELECTRIC LAB AIR HANDLER	188.43	REP. & MAINT PLANT	611.611.221	Hanson	434 00473
BOYER FORD TRUCKS ACTUATOR	39.09	GARAGE PARTS	801.801.249	Kulhavy	434 00090
ACTUATOR	59.09	GARAGE FARTS	001.001.249	Ruillavy	454 00090
BRENNTAG GREAT LAKES					
CHLORINE	966.00	CHEMICALS & GASES	601.601.240	Hines	434 00332
BROADWAY CHRYSLER DODG					
RECHARGE AC	91.88	GARAGE PARTS	801.801.249	Kulhavy	434 00132
REPLACED PUMP ASSEMBLY	1,937.94	GARAGE PARTS	801.801.249	Kulhavy	434 00171
	2,029.82	*VENDOR TOTAL			
CASEYS GEN STORE 2260					
STAFF APPRECIATION	7.12	RECREATION SUPPLIES	701.701.242	Ferrell	434 00243
CASEYS GEN STORE 2268					
STAFF APPRECIATION	23.98	RECREATION SUPPLIES	701.701.242	Dobrovol	ny 434 00136
STAFF APPRECIATION	12.18	RECREATION SUPPLIES	701.701.242	Schmidt	434 00129
	36.16	*VENDOR TOTAL			
CEDAR SHORE RESORT LOD					
SDSPLS MEETING	57.00	TRAVEL EXPENSE	101.122.263	Bailey	434 00425
Sporno merino	57.00	TIGIVED ENTEROOD	TOT * TCC * COO	Darrey	131 00123
CENTER POINT LARGE PRI					
LARGE PRINT BOOKS	271.44	BOOKS	101.142.340	Ferrell	434 00137

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50	P-Card Schedule of Bills				CITY OF YANKTON GL540R-V08.04 PAGE 4
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
CHANNING BETE CO AHA TRAINING MANUALS TRAINING MANUALS	47.20 64.95 112.15	LEARNING LEARNING *VENDOR TOTAL	101.111.264 101.111.264	Burgeson Burgeson	434 00391 434 00393
CHEWY.COM K9 RENO MEDS K9 RENO MEDS	71.99 70.43 142.42	K-9 UNIT MEDICAL CARE K-9 UNIT MEDICAL CARE *VENDOR TOTAL	101.111.246 101.111.246	Pekarek Pekarek	434 00049 434 00117
CHIEF SUPPLY CRM PATROL CAR EQUIPMENT	374.95	REP. & MAINT EQUIPMEN	101.111.221	Burgeson	434 00398
CHOPS JUMPSTART MEETING	22.00	TRAVEL EXPENSE	101.142.263	Raiche	434 00271
CHRISTENSEN RADIATOR & SNOWPLOW TRUCK REPAIR EQUIPMENT SUPPLIES SNOWBLADE REPAIR SNOWPLOW BLADE	353.30 8.04 188.85 207.35 757.54	REP. & MAINTVEHICLES REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN *VENDOR TOTAL	204.204.221 204.204.221	Gleich Wubben Wubben Wubben	434 00001 434 00054 434 00070 434 00321
CITY OF YANKTON PARK A MIDWEST P&R CONFERENCE PARKS CONFERENCE PARKS CONFERENCE MIDWEST PARKS CONFERENCE MIDWEST PARKS CONFERENCE	195.00 195.00 195.00 195.00 125.00 905.00	CONFERENCE & MEETINGS MIDWEST PARKS & REC CONF MIDWEST PARKS & REC CONF MIDWEST PARKS & REC CONF MIDWEST PARKS & REC CONF *VENDOR TOTAL	211.231.557 211.231.557	Larson Nelson Nelson Nelson Nelson	434 00287 434 00011 434 00021 434 00100 434 00108
CLARKS RENTALS CUSTOM REPAIR PARTS SCAFFOLDING RENTAL	65.00 70.00 135.00	REP. & MAINT DISTRIBU RENTALS *VENDOR TOTAL	601.601.226 601.601.212	Garvey Peterson	434 00196 434 00156
CLOTHING SHOP ONLINE UNIFORMS	87.69	UNIFORMS & DRY GOODS	208.208.244	Hussein	434 00276
COFFEE CUP #8 TRAVEL FUEL TO PIERRE JUMPSTART MEETING	28.35 34.46 62.81	TRAVEL EXPENSE TRAVEL EXPENSE *VENDOR TOTAL	101.111.263 101.142.263	Brandt Raiche	434 00379 434 00240
CONCRETE MATERIALS PARK SUPPLIES	166.50	REP. & MAINT BUILDING	201.201.223	McHenry	434 00394
CONOCO - FRESH START 1 TRAVEL TO PIERRE	31.22	TRAVEL EXPENSE	101.142.263	Ferrell	434 00221

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls			GL540R-V0	CITY OF YANI 3.04 PAGE	KTON 5
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINH	E
CONOCO - FRESH START 4 TESTIFY PORT YANKTON	31.19	CONFERENCE & MEETINGS	101.102.265		Nelson		434 0008	81
CORE & MAIN LP 131 GBT CHECK VALVE REPAIR	437.23	REP. & MAINT PLANT	611.611.221		Hanson		434 0003	18
CORNWELL TOOLS DIAGNOSIS SCANNER	2,806.85	SMALL TOOLS & HARDWARE	801.801.247		Potts		434 0029	90
COWBOY #8 TRAINING FUEL	20.32	TRAVEL EXPENSE	101.111.263		Pekarek		434 001	60
COX AUTO SUPPLY GREASE GUNS BEARINGS TOOLS REPAIR PARTS EQUIPMENT SUPPLIES EQUIPMENT REPAIRS EQUIPMENT REPAIRS	49.98 19.72 24.99 24.46 10.99 19.99 14.58 91.20 255.91	SMALL TOOLS & HARDWARE REP. & MAINT PLANT SMALL TOOLS & HARDWARE REP. & MAINT DISTRIBU REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN *VENDOR TOTAL	601.601.221 601.601.247 601.601.226 641.641.221 641.641.221 641.641.221		Chytka Chytka Kirchner Kirchner Metz Metz Metz Metz		434 0022 434 0042 434 0019 434 0019 434 0020 434 0039 434 0040 434 0042	28 80 94 05 90 08
CRESCENT ELECTRIC 029 REPLACEMENT BALLAST REPLACEMENT BALLAST REPLACEMENT BALLAST LIGHT BULBS TRAFFIC LIGHTS	14.82 32.57 222.92 98.50 73.05 441.86	REP. & MAINT BUILDING REP. & MAINT BUILDING REP. & MAINT EQUIPMEN REP & MAINT - RUNWAY & A REP. & MAINT EQUIPMEN *VENDOR TOTAL	101.125.223 101.126.221 101.127.225		Miles Miles Ryken Ryken Ryken		434 000 434 003 434 001 434 002 434 004	92 91 31
CULVER S OF SIOUX INVESTIGATION EXPENSE	8.91	TRAVEL EXPENSE	101.111.263		Brandt		434 0020	01
D J*WALL ST JOURNAL WALL STREET JOURNAL	582.40	SUBSCRIPTIONS & PUBLICAT	101.142.235		Ferrell		434 0038	88
DAYHUFF ENTERPRISES IN JANITORIAL SUPPLIES CREDIT REFUND FOR RETURN JANITORIAL SUPPLIES JANITORIAL SUPPLIES PAPER PRODUCTS JANITORIAL SUPPLIES BROOM HANDLES	239.04 258.00CR 232.00 148.20 203.04 1,535.50 17.40 2,117.18	JANITORIAL SUPPLIES JANITORIAL SUPPLIES	101.141.236 101.125.236 101.125.236 101.125.236		Miles Miles Miles Miles Miles Nickles		434 000 434 002 434 003 434 003 434 003 434 003 434 004 434 003	92 16 22 49 09
DAYS INN BROOKINGS WASTEWATER CLASS HOTEL HOTEL CREDIT	160.96 12.96CR	TRAVEL EXPENSE TRAVEL EXPENSE	611.611.263 611.611.263		Hanson Hanson		434 0012 434 0012	

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		CITY OF YANKTON GL540R-V08.04 PAGE 6
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
DAYS INN BROOKINGS WASTEWATER CLASS HOTEL	148.00 296.00	TRAVEL EXPENSE *VENDOR TOTAL	611.611.263	Monson	434 00119
DELMAR DELI TRAVEL EXPENSE	6.17	TRAVEL EXPENSE	201.201.263	Lacroix	434 00215
DEMCO INC SUPPLIES SUPPLIES	37.93 91.34 129.27	OFFICE SUPPLIES OFFICE SUPPLIES *VENDOR TOTAL	101.142.232 101.142.232	Ferrell Ferrell	434 00284 434 00367
DETCO INDUSTRIES JANITORIAL SUPPLIES	889.04	JANITORIAL SUPPLIES	611.611.236	Goodmansor	n 434 00162
DROPBOX*T6H9V7FRLC8P PARKS 2018 DROPBOX FEE	99.00	CONTRACTED SERVICES - OP	201.201.204	Larson	434 00103
DX SERVICE SALT	3,193.58	CHEMICALS & GASES	601.601.240	Hines	434 00278
ECHO ELECTRIC SUPPLY 220 VOLT PLUGS	51.96	SMALL TOOLS & HARDWARE	801.801.247	Rohde	434 00477
EHRESMANN ENGINEERING SHOP SUPPLIES STEEL	30.71 18.41 49.12	REP. & MAINT BUILDING EQUIPMENT REPAIR & MAINT *VENDOR TOTAL		Gleich Rohde	434 00118 434 00374
EMBROIDERY & SCREEN WO UNIFORM HATS PENS	209.30 175.00 384.30	UNIFORMS MERCHANDISE *VENDOR TOTAL	101.111.244 203.203.766	Burgeson McHenry	434 00404 434 00356
EXXONMOBIL 99136905 WINDSHIELD WIPER FLUID W	3.72	REP. & MAINT VEHICLES	101.106.222	Hofer	434 00125
FASTENAL COMPANYO1 SHOP SUPPLIES VFD MOUNTING VFD MOUNTING AIR LINE REPAIR PLUMBING PARTS PLUMBING SUPPLIES TOOLS NUTS AND BOLTS PLOW BOLTS CREDIT PLOW BOLTS PLOW BOLTS CABLE TIES	129.99 79.94 2.20 125.70 10.96 8.38 33.22 12.82 65.72CR 12.82CR 61.71 65.72 12.50	REP. & MAINT BUILDING REP. & MAINT PLANT REP. & MAINT PLANT REP. & MAINT PLANT REP. & MAINT PLANT REP. & MAINT PLANT SMALL TOOLS & HARDWARE GARAGE PARTS REP. & MAINT EQUIPMEN GARAGE PARTS REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN	611.611.221 611.611.221 611.611.221 601.601.221 601.601.221 601.601.247 801.801.249 101.123.221 801.801.249 101.123.221	Frick Gusso Hanson Peterson Peterson Robb Robb Robb Robb Robb Robb	434 00197 434 00082 434 00087 434 00312 434 00167 434 00299 434 00348 434 00005 434 00015 434 00017 434 00017 434 00025 434 00062 434 00461

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50	P-Card Schedule of Bills						CITY OF YANKTON GL540R-V08.04 PAGE 7	
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE	
FASTENAL COMPANY01 PAINT FASTENERS JANITORIAL SUPPLIES SHOP SUPPLIES PARK SUPPLIES	16.15 21.14 188.67 21.81 8.31 720.68	ROAD MATERIALS SMALL TOOLS & HARDWARE JANITORIAL SUPPLIES REP. & MAINT BUILDING REP. & MAINT BUILDING *VENDOR TOTAL	203.203.236 201.201.223		Rohde Ryken Snyder Vanwinkle Vanwinkle		434 00185 434 00416 434 00080 434 00003 434 00182	
FEDEX 97215730 EVIDENCE MAILING	15.20	POSTAGE	101.111.231		Brandt		434 00305	
FENNER DRIVES INC. BELT	79.02	REP. & MAINT PLANT	601.601.221		Hines		434 00101	
FLAT BREADZ LAS TRAVEL EXPENSE-LAS VEGAS	30.70	PROFESSIONAL SERVICES	211.231.202		Mingo		434 00226	
FRED HAAR COMPANY EQUIPMENT REPAIR	27.88	REP. & MAINT EQUIPMEN	201.201.221		Gleich		434 00121	
GCSAA EIFG MEMBERSHIP DUES	380.00	MEMBERSHIP DUES	641.641.261		Metz		434 00371	
GIRTON ADAMS CO BOILER BUTTERFLY VALVE PRESSURE RELIEF VALVE	269.00 577.50 846.50	REP. & MAINT PLANT REP. & MAINT PLANT *VENDOR TOTAL	611.611.221 611.611.221		Hanson Hanson		434 00078 434 00384	
GOVERNORS INN JUMPSTART MEETING JUMPSTART MEETING	82.66 82.66 165.32	TRAVEL EXPENSE TRAVEL EXPENSE *VENDOR TOTAL	101.142.263 101.142.263		Ferrell Ferrell		434 00239 434 00249	
HACH COMPANY REAGENTS LAB SUPPLIES	23.75 952.91 976.66	MEDICAL,SAFETY, & LAB. S MEDICAL,SAFETY, & LAB. S *VENDOR TOTAL			Hines Hines		434 00127 434 00192	
HATCH FURNITURE CARPETING	250.00	REP. & MAINT BUILDING	641.641.223		McHenry		434 00420	
HEDAHLS - YANKTON SHOP SUPPLIES REPAIR PARTS	24.83 4.49 29.32	REP. & MAINT BUILDING REP. & MAINTVEHICLES *VENDOR TOTAL			Gleich Kirchner		434 00465 434 00418	
HOBBY LOBBY ECOMM ADULT CRAFT NIGHT SUPPLY	161.94	RECREATION SUPPLIES	701.701.242		Lippert		434 00470	

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50			CITY OF YANKTON GL540R-V08.04 PAGE 8		
VENDOR NAME					
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	1 INVOICE	PO# F/P ID LINE
HOLIDAY STNSTORE 3881					
K9 TRAINING FUEL	37.00	TRAVEL EXPENSE	101.111.263	Nolz	434 00133
TRAINING FUEL	44.80 81.80	TRAVEL EXPENSE *VENDOR TOTAL	101.111.263	Pekarek	434 00149
	01.00	VENDOR TOTAL			
HY VEE 1899					
DOC WORK PROGRAM	14.07	REP. & MAINT BUILDING		Metz	434 00055
DOC WORK PROGRAM	5.97 31.92	REP. & MAINT BUILDING		Metz Miles	434 00483 434 00035
JANITORIAL SUPPLIES CREDIT REFUND FOR TAXES	31.92 1.95CR	JANITORIAL SUPPLIES REP. & MAINT BUILDING	101.125.236	Miles Miles	434 00035 434 00053
DOC WORK PROGRAM	8.00	REP. & MAINI BUILDING REP. & MAINT BUILDING		Miles	434 000000
CONCESSIONS	173.36	MISCELLANEOUS CONCESSION		Orr	434 00265
CONCESSIONS	98.82	MISCELLANEOUS CONCESSION		Orr	434 00320
ENTREE	15.89	ENTREE	641.641.710	Schieffer	
	346.08	*VENDOR TOTAL			
IACPNET					
IACP YEARLY DUES	875.00	MEMBERSHIP DUES	101.111.261	Brandt	434 00141
INDEPENDENCE WASTE	278.95		CA1 CA1 20A	Mellenner	434 00110
PORTA POTTYS PORTA POTTYS	278.95	CONTRACTED SERVICES-OPER CONTRACTED SERVICES - OP		McHenry McHenry	434 00110
FORTR FOILIS	621.90	*VENDOR TOTAL	201.201.204	мененту	434 00111
	022.00				
INTL SOC ARBORICULTURE					
MEMBERSHIP DUES	165.00	MEMBERSHIP DUES	201.201.261	Kortan	434 00116
IPY*MIDWEST ALARM					
ALARM	63.00	PROFESSIONAL SERVICES	601.601.202	Goodmanso	n 434 00293
J.J. BENJI HATS	233.70	UNIFORMS & DRY GOODS	201.201.244	McHenry	434 00352
LEAGUE SHIRTS	2,145.00	AWARDS	203.203.784	Orr	434 00430
LEAGUE SHIRTS	888.50	AWARDS	203.203.784	Wattier	434 00096
	3,267.20	*VENDOR TOTAL			
JACK S UNIFORMS & EQUI					
NEW OFFICER EQUIPMENT	940.19	UNIFORMS	101.111.244	Burgeson	434 00014
				2	
JCL SOLUTIONS-SIOUX FA	450 54				
JANITORIAL SUPPLIES	453.51	JANITORIAL SUPPLIES	203.203.236	Orr	434 00199
JANITORIAL SUPPLIES	247.94	JANITORIAL SUPPLIES	203.203.236	Orr	434 00433
HAND SOAP AND DISPENSER JANITORIAL SUPPLIES	46.43 167.70	JANITORIAL SUPPLIES JANITORIAL SUPPLIES	801.801.236 201.201.236	Robb Snook	434 00423 434 00179
JANITUKIAL SUPPLIES	167.70 915.58	*VENDOR TOTAL	201.201.230	SHOOK	434 001/9
	9TJ.JQ	VENDOR TOTAL			
KAISER REFRIGERATION I					
REPAIR PARTS	47.95	REP. & MAINT DISTRIBU		Garvey	434 00417
FILTERS	168.94	REP. & MAINT EQUIPMEN	101.123.221	McHenry	434 00467

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls			CITY OF YANKTON GL540R-V08.04 PAGE 9
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO# F/P ID LINE
		REP. & MAINT EQUIPMEN *VENDOR TOTAL				
KENDELL DOORS & HARDWA NEW DOOR - THE CENTER NEW DOOR - THE CENTER	73.80 129.35					
KOHLLS EPC						
KOHLLS EPC K9 RENO MEDS	50.00	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek	434 00405
KONDED HIC K9 RENO MEDS KOPETSKYS ACE HDWE TOOLS SHOP SUPPLIES SHOP SUPPLIES SNOW SHOVELS REPAIR PARTS JANITORIAL SUPPLIES SMALL TOOLS CLUBHOUSE REPAIRS JANITORIAL SUPPLIES CLUBHOUSE REPAIRS CLUBHOUSE SUPPLIES CLUBHOUSE SUPPLIES CLUBHOUSE SUPPLIES SMALL TOOLS SMALL TOOLS SMALL TOOLS SMALL TOOLS SMALL TOOLS SMALL TOOLS SMALL TOOLS BUILDING REPAIRS EQUIPMENT SUPPLIES BUILDING REPAIRS FLAG POLE KEYS REFLACEMENT TOILET PART SUPPLIES STREET SHOP FITTINGS STREET SHOP FITTINGS STREET SHOP PARTS FROG TAPE PAINT SHOVEL HARDWARE HARDWARE JANITORIAL SUPPLIES SMALL TOOLS PARK SUPPLIES TRAIL SUPPLIES	61.98 31.94 16.77 41.98 21.11 7.58 16.58 44.30 11.69 30.15 3.00 2.49 16.99 24.98 7.93 21.97 9.99 26.37 80.50 3.59 13.98 8.97 13.08 13.98 13.98	SMALL TOOLS & HARDWARE REP. & MAINT BUILDING REP. & MAINT BUILDING SMALL TOOLS & HARDWARE REP. & MAINT DISTRIBU JANITORIAL SUPPLIES SMALL TOOLS & HARDWARE SMALL TOOLS & HARDWARE REP. & MAINT BUILDING JANITORIAL SUPPLIES SMALL TOOLS & HARDWARE REP. & MAINT BUILDING REP. & MAINT BUILDING REP. & MAINT BUILDING SMALL TOOLS & HARDWARE SMALL TOOLS & HARDWARE REP. & MAINT BUILDING REP. & MAINT BUILDING	601.601.247 201.201.223 201.201.223 611.611.247 601.601.226 641.641.236 641.641.247 641.641.223 641.641.223 641.641.223 641.641.223 641.641.223 641.641.223 641.641.247 641.641.247 641.641.247 641.641.247 641.641.223 641.641.223 641.641.223 101.125.223 101.125.223 101.125.223		Chytka Frick Gleich Hanson Kirchner Metz Metz Metz Metz Metz Metz Metz Metz	434 00104 434 00069 434 00209 434 00212 434 00222 434 00038 434 00038 434 00067 434 00067 434 00153 434 00267 434 00267 434 00269 434 002281 434 002296 434 00325 434 00329 434 00329 434 00419 434 00419 434 00419 434 00327 434 00327 434 00327 434 00327 434 00475 434 00475 434 00475 434 0019 434 0028 434 0024 434 0024 434 0024 434 0024 434
STREET SHOP FITTINGS STREET SHOP PARTS FROG TAPE	6.49 6.99 6.99	REP. & MAINT BUILDING REP. & MAINT BUILDING REP. & MAINT EOUIPMEN	801.801.223 801.801.223 101.114.221		Miles Miles Nickles	434 00448 434 00475 434 00228
PAINT SHOVEL HARDWARE JANITORIAL SUPPLIES SMALL TOOLS PARK SUPPLIES	21.53 26.99 39.98 51.69 12.98 9.56 38.97	GARAGE PARTS SMALL TOOLS & HARDWARE SMALL TOOLS & HARDWARE SMALL TOOLS & HARDWARE JANITORIAL SUPPLIES SMALL TOOLS & HARDWARE BEP. & MAINT BUILDING	801.801.249 101.127.247 641.641.247 201.201.247 201.201.236 201.201.247 201.201.223		Rohde Roinstad Schieffer Snook Snook Snook Snook	434 00019 434 00334 434 00466 434 00094 434 00295 434 00295 434 00472
TRAIL SUPPLIES	7.98 762.05	REP. & MAINT EQUIPMEN *VENDOR TOTAL	204.204.221		Wubben	434 00076

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		CITY OF YANKTON GL540R-V08.04 PAGE 10
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
LANGUAGE LINE INTERP FEE	22.11	PROFESSIONAL SERVICES	101.111.202	Brandt	434 00381
LARRY S PLUMBING SERVI STREET SHOP SUPPLIES STREET SHOP PARTS	8.70 2.40 11.10	REP. & MAINT BUILDING REP. & MAINT BUILDING *VENDOR TOTAL		Miles Miles	434 00402 434 00435
LARSEN CARPET FLOOR SEALER	88.00	BUILDING REPAIR & MAINT.	637.637.223	Potts	434 00102
LEWIS AND CLARK FORD L RETAINING KIT CREDIT RETAINING KIT & MOULDING	87.36CR 270.74 183.38	GARAGE PARTS GARAGE PARTS *VENDOR TOTAL	801.801.249 801.801.249	Kulhavy Kulhavy	434 00077 434 00091
LOBEPRO PUMP SHIPPING	378.60	REP. & MAINT PLANT	611.611.221	Hanson	434 00166
LOGMEIN*CENTRAL SOFTWARE LOGMEIN	899.99	SUBSCRIPTIONS & PUBLICAT	101.105.235	Johnson	434 00378
LONG S PROPANE SERVICE SUPPLIES	30.00	REP. & MAINT DISTRIBU	601.601.226	Kirchner	434 00460
MACQUEEN EQUIPMENT GRO FAN SHAFT	690.33	GARAGE PARTS	801.801.249	Steffen	434 00258
MARK S MACHINERY INC EQUIPMENT MAINTENANCE GASKET	138.84 41.80 180.64	REP. & MAINT EQUIPMEN GARAGE PARTS *VENDOR TOTAL	621.621.221 801.801.249	Bornitz Steffen	434 00093 434 00203
MARSHALL BOND PUMPS URETHANE CHECK BALL	283.14	REP. & MAINT PLANT	611.611.221	Hanson	434 00456
MC & R POOLS INC TRAINING	620.00	LEARNING	201.201.264	Orr	434 00058
MCDONALD S F4208 DOC WORK PROGRAM DOC WORK PROGRAM	26.48 26.58 53.06	REP. & MAINT BUILDING REP. & MAINT BUILDING *VENDOR TOTAL		Miles Miles	434 00368 434 00369
MCMASTER-CARR AIR FILTER REGULATOR	633.77	REP. & MAINT PLANT	611.611.221	Hanson	434 00459
MEAD LUMBER YANKTON TREATED LUMBER	176.55	ROAD MATERIALS	101.123.239	Gobel	434 00401

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		CITY OF YANKTON GL540R-V08.04 PAGE 11
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
MEAD LUMBER YANKTON					
SHOP SUPPLIES	7.49	REP. & MAINT BUILDING	201.201.223	Vanwinkle	434 00175
SHOP SUPPLIES	1.58	REP. & MAINT BUILDING REP. & MAINT BUILDING REP. & MAINT BUILDING	201.201.223	Vanwinkle	434 00207
POOL REPAIRS	25.79 211.41	REP. & MAINT BUILDING *VENDOR TOTAL	203.203.223	Vanwinkle	434 00429
MED-VET					
SHARPS CONTAINERS	447.00	OPERATING SUPPLIES & MAT	637.637.240	Robb	434 00126
MENARDS YANKTON SD					
EQUIPMENT SUPPLIES	41.75	REP. & MAINT EQUIPMEN	621.621.221	Bornitz	434 00056
CEMETERY SUPPLIES	25.34			Bornitz	
CEMETERY SUPPLIES	384.97	REP. & MAINT EQUIPMEN		Bornitz	434 00314
PROMOTIONAL EASTER EGGS	49.49	PROMOTIONAL	201.201.210	Bornitz	434 00395
PROMOTIONAL EASTER EGGS	185.65	PROMOTIONAL	201.201.210	Bornitz	434 00426
PROMOTIONAL EGGS	55.98	PROMOTIONAL	201.201.210	Bornitz	434 00462
PLUMBING PARTS	14.80 2.94	REP. & MAINT PLANT	601.601.221	Chytka	434 00029
ELECTRICAL SUPPLIES	2.94	REP. & MAINT PLANT REP. & MAINT PLANT	601.601.221	Chytka	434 00188
ELECTRICAL SUPPLIES JANITORIAL SUPPLIES	22.79 70.48	JANITORIAL SUPPLIES	601.601.221 601.601.236	Chytka Chytka	434 00211 434 00247
PLUMBING FITTINGS	36.26	REP. & MAINT PLANT	601.601.221	Chytka	434 00247 434 00366
PHONE LINE SUPPLIES	25.47	REP. & MAINI PLANI REP. & MAINT PLANT	601.601.221	Chytka	434 00300
FLASHLIGHT	24.99	SMALL TOOLS & HARDWARE		Chytka	434 00415
SHOP SUPPLIES	43.87	REP. & MAINT BUILDING		Eskens	434 00453
PROMOTIONAL HEARTS	89.22	PROMOTIONAL	201.201.210	Eskens	434 00492
SHOP SUPPLIES	125.62	REP. & MAINT BUILDING		Frick	434 00135
SHOP SUPPLIES	181.97	REP. & MAINT BUILDING		Frick	434 00139
SHOP SUPPLIES	32.84	REP. & MAINT BUILDING		Frick	434 00195
AERATION BUILDING REPAIR	24.89	REP. & MAINT BUILDING		Hanson	434 00186
SHOP ELECTRICAL	26.90	REP. & MAINT PLANT	611.611.221	Hanson	434 00291
SMALL TOOLS	28.47	SMALL TOOLS & HARDWARE	611.611.247	Hanson	434 00313
RATCHET	74.00	SMALL TOOLS & HARDWARE	801.801.247	Kulhavy	434 00144
GARAGE SUPPLIES	32.94	GARAGE PARTS	801.801.249	Kulhavy	434 00145
CLUBHOUSE REPAIRS	166.85	REP. & MAINT BUILDING	641.641.223	Metz	434 00043
BUILDING REPAIRS	27.84	REP. & MAINT BUILDING		Metz	434 00065
EQUIPMENT SUPPLIES	38.94	REP. & MAINT EQUIPMEN		Metz	434 00084
	74.06	REP. & MAINT BUILDING		Metz	434 00089
HARDWARE	9.97	SMALL TOOLS & HARDWARE		Metz	434 00161
HARDWARE	34.63	SMALL TOOLS & HARDWARE		Metz	434 00206
BUILDING REPAIRS	20.45 53.74 69.50	REP. & MAINT BUILDING		Metz	434 00360
BUILDING REPAIRS	53.74	REP. & MAINT BUILDING		Metz	434 00454
BUILDING REPAIRS	09.00	REP. & MAINT BUILDING		Metz	434 00457
SMALL TOOLS	151.34	SMALL TOOLS & HARDWARE		Metz	434 00493
WINDSHIELD FLUID	8.50	REP. & MAINT EQUIPMEN REP. & MAINT BUILDING		Miles	434 00040
SUPPLIES Rediacement doorbeit	22.62 21.94	REP. & MAINT BUILDING REP. & MAINT BUILDING		Miles Miles	434 00351 434 00376
REPLACEMENT DOORBELL PARTS	5.58	REP. & MAINT BUILDING REP. & MAINT BUILDING		Miles Miles	434 00376 434 00411
PLUMBING PARTS	21.48	REP. & MAINI BUILDING REP. & MAINT BUILDING		Morrow	434 00411 434 00174
PLUMBING PARIS PLUMBING SUPPLIES	12.28	REP. & MAINI BUILDING REP. & MAINT PLANT	601.601.221	Peterson	434 00174
PLUMBING PARTS	5.78	REP. & MAINI PLANI REP. & MAINT PLANT	601.601.221	Peterson	434 00122
JANITORIAL SUPPLIES	5.49	JANITORIAL SUPPLIES	601.601.236	Peterson	434 00263

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		CITY OF YANKTON GL540R-V08.04 PAGE 12		
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE		
MENARDS YANKTON SD PLUMBING SUPPLIES ANCHORS SRP - JUMPSTART MATERIAL GARAGE PART	37.73 43.40 4.56 2.79 2,441.10	REP. & MAINT PLANT REP. & MAINT BUILDING RECREATION SUPPLIES GARAGE PARTS *VENDOR TOTAL	601.601.221 801.801.223 701.701.242 801.801.249	Peterson Potts Raiche Rohde	434 00324 434 00142 434 00358 434 00059		
MIDWEST LABORATORIES MONTHLY NUTRIENT TESTING	107.56	PROFESSIONAL SERVICES	611.611.202	Hanson	434 00328		
MIDWEST TURF & IRRIGAT GOLF COURSE EQUIPMENT	482.76	REP. & MAINT EQUIPMEN	641.641.221	McHenry	434 00099		
MINERVAS GRILL AND BAR SRP JUMPSTART EXPENSE	58.74	RECREATION SUPPLIES	701.701.242	Raiche	434 00140		
NEBRASKA GOLF ASSOCIAT SCHOOLING SCHOOLING	40.00 40.00 80.00	LEARNING LEARNING *VENDOR TOTAL	641.641.264 641.641.264	Jeffers Jeffers	434 00164 434 00193		
NEBRASKA PGA - BLUE GO SCHOOLING	30.00	LEARNING	641.641.264	Jeffers	434 00464		
NORTHTOWN AUTOMOTIVE VEHICLE REPAIRS	6,201.06	GARAGE PARTS	801.801.249	Kulhavy	434 00406		
OLSONS PEST TECHNICIAN PEST CONTROL	81.00	CONTRACTED SERVICES-OPER	641.641.204	Jeffers	434 00259		
ONE OFFICE SOLUTION OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	39.97 24.81 11.49 11.49 9.58 23.18 103.54 224.06	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES REP. & MAINT EQUIPMEN OFFICE SUPPLIES *VENDOR TOTAL	101.111.232 201.201.232 801.801.232 637.637.232 801.801.232 631.631.221 801.801.232	Bass Kortan Robb Robb Robb Robb	434 00064 434 00115 434 00300 434 00301 434 00302 434 00303 434 00304		
ONLINEAHA.ORG TAX REIMBURSEMENT TRAINING SALE TAX REFUND TRAINING	1.80CR 31.80 1.80CR 31.80 60.00	CONFERENCE & MEETINGS CONFERENCE & MEETINGS CONFERENCE & MEETINGS CONFERENCE & MEETINGS *VENDOR TOTAL	208.208.265 208.208.265 208.208.265 208.208.265	Hussein Hussein Peters Peters	434 00389 434 00458 434 00060 434 00480		
OREILLY AUTO #3232 RADIATOR FLUSH EVAPORATOR CORE WEATHER STRIPPING	6.49 100.00 19.98	GARAGE PARTS GARAGE PARTS GARAGE PARTS	801.801.249 801.801.249 801.801.249	Kulhavy Kulhavy Kulhavy	434 00071 434 00170 434 00200		

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VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID L	INE
OREILLY AUTO #3232								
HEATER CORE	67.55	GARAGE PARTS	801.801.249		Kulhavy		434 0	
ACTUATOR	28.64	GARAGE PARTS	801.801.249		Kulhavy		434 0	
WIPER BLADES	39.44	GARAGE PARTS	801.801.249		Kulhavy		434 0	
ACTUATOR CREDIT	23.28CR		801.801.249		Kulhavy		434 0	
BRAKE CALIPER EOUIPMENT SUPPLIES	60.03 13.38	GARAGE PARTS REP. & MAINT EQUIPMEN	801.801.249		Kulhavy Metz		434 0 434 0	
LQUIPMENI SUPPLIES	312.23	*VENDOR TOTAL	041.041.221		Metz		434 0	040/
OVERDRIVE DIST								
EBOOKS	3,159.89	PROFESSIONAL SERVICES	101.142.202		Schmidt		434 0	0190
PANCHEROS MEXICAN GRIL								
CODE EXAM TRAVEL EXPENSE	12.15	PROFESSIONAL SERVICES	101.106.202		Hofer		434 0	0120
PAYPAL *FRIENDSMISS								
2018 MEMBERSHIP MNRR	125.00	MEMBERSHIP DUES	201.201.261		Larson		434 0	0345
PAYPAL *GLOBALRADIO MONITOR ADAPTERS	168.15	PC NETWORK SUPPLIES	101.105.230		Peters		434 0	0331
MONITOR ADALIENS	100.15	IC NEIWORK SOTTLIES	101.103.230		TECET2		454 0	0331
PAYPAL *IMAGEWAREHO								
OFFICE SUPPLIES	109.99	OFFICE SUPPLIES	101.114.232		Peters		434 0	0050
PAYPAL *NTOA								
NTOA DUES	150.00	MEMBERSHIP DUES	101.111.261		Burgeson		434 0	0106
					2			
PERKINS RESTAU17726274								
JUMPSTART MEETING	30.88	TRAVEL EXPENSE	101.142.263		Raiche		434 0	0288
PICTOMETRY INT L CORP								
PICTOMETRY ONLINE	1,650.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		434 0	0088
PIERRE CLUBHOUSE HOTEL	100.00		101 100 005					
TESTIFY PORT YANKTON	103.38	CONFERENCE & MEETINGS	101.102.265		Nelson		434 0	
TESTIFY PORT YANKTON TESTIFY PORT YANKTON	164.42 103.38	CONFERENCE & MEETINGS CONFERENCE & MEETINGS	101.102.265 101.102.265		Nelson Nelson		434 0 434 0	
TESTIFY PORT YANKTON	164.42	CONFERENCE & MEETINGS CONFERENCE & MEETINGS	101.102.265		Nelson		434 0	
IESTIFI FORT TANKION	535.60	*VENDOR TOTAL	101.102.205		Nerson		454 0	0080
	000.00							
PORTABLE COMPUTER SYST								
NETMOTION SOFTWARE	1,965.00	PROFESSIONAL SERVICES	101.111.202		Peters		434 0	
SUPPORT SERVICES	483.00	PROFESSIONAL SERVICES	101.111.202		Peters		434 0	
SUPPORT SERVICES	483.00	PROFESSIONAL SERVICES	208.208.202		Peters		434 0	0339
	2,931.00	*VENDOR TOTAL						
POSTAGE REFILL								
POSTAGE REFILL	200.00	POSTAGE	101.142.231		Ferrell		434 0	0484

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		CITY OF YANKTON GL540R-V08.04 PAGE 14
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
PRANDOMHOUSE8007333000 AUDIOBOOK	10.00	AV - CAPITAL	101.142.342	Ferrell	434 00373
PUSH PEDAL PULL-CORPOR EQUIPMENT REPAIRS	375.40	REP. & MAINT EQUIPMEN	203.203.221	McHenry	434 00075
RAYALLEN.COM ! JJDOG.C K9 EQUIPMENT	40.59	REP. & MAINT EQUIPMEN	101.111.221	Nolz	434 00439
REDROSSA ITALIAN GRILL JUMPSTART MEETING	43.20	TRAVEL EXPENSE	101.142.263	Schmidt	434 00279
RIVERSIDE HYDRAULICS, CYLINDER REPAIR, BUSHING HOSE CONNECTOR	599.48 22.20 621.68	GARAGE PARTS REP. & MAINT EQUIPMEN *VENDOR TOTAL	801.801.249 801.801.221	Steffen Steffen	434 00235 434 00236
ROSEMOUNT MEASURE TOWER LEVEL TRANSDUCER	1,367.95	REP. & MAINT PLANT	601.601.221	Hines	434 00198
ROTHHAMMER INTERNATION SWIM GOGGLES WATER STEPS	184.18 525.14 709.32	MERCHANDISE RECREATION SUPPLIES *VENDOR TOTAL	203.203.766 203.203.242	Wattier Wattier	434 00010 434 00436
ROYAL SPORT SHOP OFFICE SUPPLIES	49.34	OFFICE SUPPLIES	101.102.232	Bailey	434 00359
SAFARILAND, LLC EVIDENCE PACKAGING EQUIP	76.24	REP. & MAINT EQUIPMEN	101.111.221	Bass	434 00052
SD LIB ASSOCIATION SDLA MEMBERSHIP	175.00	MEMBERSHIP DUES	101.142.261	Ferrell	434 00051
SESAC INC MEMBERSHIP DUES	417.00	MEMBERSHIP DUES	201.201.261	McHenry	434 00377
SF REGIONAL AIRPORT AIRPORT PARKING GARAGE	25.00	PROFESSIONAL SERVICES	211.231.202	Mingo	434 00189
SHELL OIL 57444720205 FUEL - RENTAL CAR	15.10	PROFESSIONAL SERVICES	211.231.202	Mingo	434 00413
SHERWIN WILLIAMS 70301 PAINT PARK SUPPLIES	38.79 39.92 78.71	ROAD MATERIALS REP. & MAINT BUILDING *VENDOR TOTAL	101.123.239 201.201.223	Gobel Snook	434 00403 434 00152
SKYDINE SIOUX FALLS TRAVEL EXPENSE	15.89	PROFESSIONAL SERVICES	211.231.202	Mingo	434 00244

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		CITY OF YANKTON GL540R-V08.04 PAGE 15
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO# F/P ID LINE
SO PT CORONADO CAFE TRAVEL EXPENSE-LAS VEGAS	52.87	PROFESSIONAL SERVICES	211.231.202	Mingo	434 00245
SO PT HOTEL AND CASINO HOTEL ROOM - DAVE MINGO HOTEL ROOM-JAKE HOFFNER HOTEL ROOM - B LACROIX	260.75 260.75 260.75 782.25	PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES *VENDOR TOTAL	211.231.202 211.231.202 211.231.202	Mingo Mingo Mingo	434 00202 434 00212 434 00225
SPIKERS TRAVEL EXPENSE	22.10	TRAVEL EXPENSE	641.641.263	Jeffers	434 00223
STATE HYGIENIC LAB SOURCE WATER TESTING	911.00	PROFESSIONAL SERVICES	601.601.202	Hines	434 00233
STURDEVANTS-YANKTON #1 EQUIPMENT REPAIR TRAILER REPAIRS SWITCH ASSEMBLY	32.59 6.47 41.54 80.60	REP. & MAINT EQUIPMEN REP. & MAINT EQUIPMEN GARAGE PARTS *VENDOR TOTAL		Gleich Gleich Kulhavy	434 00333 434 00482 434 00463
SUBWAY 00102038 TESTIFY PORT YANKTON	41.95	CONFERENCE & MEETINGS	101.102.265	Nelson	434 00072
TAXI SVC LAS VEGAS TAXI	36.74	PROFESSIONAL SERVICES	211.231.202	Mingo	434 00216
TELEDYNE INSTRUMENTS I SAMPLER TUBING/STRAINER	448.37	REP. & MAINT PLANT	611.611.221	Dewald	434 00007
TESSMAN COMPANY SIOUX PLANTS	1,115.86	AGRICULTURAL SUPPLIES	201.201.241	Kortan	434 00421
THE UPS STORE #6716 WATER SAMPLE SHIPPING SHIPPING PERMIT POSTAGE POSTAGE	128.24 11.11 46.78 29.12 215.25	POSTAGE POSTAGE POSTAGE POSTAGE *VENDOR TOTAL	601.601.231 601.601.231 601.601.231 641.641.231	Chytka Chytka Chytka Schieffe	434 00097 434 00218 434 00476 er 434 00150
THOMAS SCIENTIFIC LAB RUBBER BULBS	63.54	MEDICAL,SAFETY, & LAB. S	611.611.243	Hanson	434 00491
TMA YANKTON PATROL CAR REPAIRS	19.72	REP. & MAINTVEHICLES	101.111.222	Brandt	434 00250
TRUCK TRAILER SALES & ANTENNA, SLEEVE, BREAKER LIGHT SWITCH	60.75 40.75	GARAGE PARTS REP. & MAINTVEHICLES	801.801.249 101.127.222	Kulhavy Ryken	434 00494 434 00380

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		CITY OF YANKTON GL540R-V08.04 PAGE 16			
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAI	M INVOICE	PO# F/P ID LINE
TRUCK TRAILER SALES & HEATER AND KIT	155.54	GARAGE PARTS	801.801.249	Steffen	434 00026
AIR BAG	142.86	GARAGE PARTS	801.801.249	Steffen	434 00123
ELBOW	11.50	GARAGE PARTS	801.801.249	Steffen	434 00143
ALTERNATOR	240.35 651.75	GARAGE PARTS *VENDOR TOTAL	801.801.249	Steffen	434 00309
TRUE-SURFACE BY TURFLI EQUIPMENT REPAIR	674.25		CA1 CA1 221	Mallag	434 00002
EQUIPMENT REPAIR	6/4.25	REP. & MAINT EQUIPMEN	041.041.221	McHenry	434 00002
ULINE *SHIP SUPPLIES					
SAMPLE BOXES RETURN	44.37CR		601.601.232	Chytka	434 00168
SAMPLE BOXES	41.66		601.601.232	Chytka	434 00169
SAMPLE BOXES	44.37 41.66	OFFICE SUPPLIES *VENDOR TOTAL	601.601.232	Chytka	434 00230
UNITED LABORATORIES					
DEGREASER WIPES	719.62	REP. & MAINT PLANT	611.611.221	Hanson	434 00479
USPS PO 4698100078					
BOOK BAG SHIPPING	23.59	POSTAGE	101.142.231	Ferrell	434 00285
CERTIFIED MAIL POSTAGE	6.23 4.94	POSTAGE OFFICE SUPPLIES	101.106.231 203.203.232	Hofer Wattier	434 00434 434 00109
FUSTAGE	34.76	*VENDOR TOTAL	203.203.232	Wattier	454 00109
VESSCO, INC.					
ACTUATORS	10,705.00	REP. & MAINT PLANT	601.601.221	Hines	434 00154
VIDDLER INC					
VIDEO HOSTING	41.33	PROFESSIONAL SERVICES	101.101.202	Johnson	434 00237
VISTAPR*VISTAPRINT.COM	222.71		101.142.232	Schmidt	434 00286
SUMMER READING CLINGS	222.11	OFFICE SUPPLIES	101.142.232	Schmidt	434 00286
VOGT S FINE CLEANERS					
PARKS REPAIR	30.00	REP. & MAINT BUILDING	201.201.223	Eskens	434 00036
VWR INTERNATIONAL INC					
LAB RUBBER STOPPERS	31.43	MEDICAL, SAFETY, & LAB. S		Dewald	434 00098
LAB RUBBER STOPPERS LAB PIPET CONTROLLER	28.85 58.21	MEDICAL, SAFETY, & LAB. S MEDICAL, SAFETY, & LAB. S		Dewald Dewald	434 00252 434 00260
LAB 1000 ML FLASK	51.21	MEDICAL, SAFETY, & LAB. S MEDICAL, SAFETY, & LAB. S		Dewald	434 00260
LAB BOD BOTTLES	310.36	MEDICAL, SAFETY, & LAB. S		Dewald	434 00270
	480.06	*VENDOR TOTAL			
VZWRLSS*MY VZ VB P					
INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270	Johnson	434 00095
INTERNET ACCESS	436.16	INTERNET ACCESS	101.105.270	Johnson	434 00107
	516.18	*VENDOR TOTAL			

	ZANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls		GL540R-V0	CITY OF YA 8.04 PAGE	NKTON 17
V	VENDOR NAME						_ (
	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CL2	AIM INVOICE	PO#	F/P ID LI	NE
V	NAL-MART #1483							
	OFFICE SUPPLIES	19.97	OFFICE SUPPLIES	101.106.232	Bies		434 00	
	PROMOTIONAL WOODEN HEART	16.96	PROMOTIONAL	201.201.210	Bornitz		434 00	
	DVDS	30.92	AV - CAPITAL	101.142.342	Ferrell		434 00	
	WIPES	13.47	OFFICE SUPPLIES	101.142.232	Ferrell		434 00	
	SHOP SUPPLIES	55.04	REP. & MAINT BUILDING		Gleich		434 00	
	REFUND	55.18CR		201.201.232	Kortan		434 00	
	OFFICE SUPPLIES	55.18	OFFICE SUPPLIES	201.201.232	Kortan		434 00	
	OFFICE SUPPLIES	12.85	OFFICE SUPPLIES	201.201.232	Lacroix		434 00	
	PATROL CAR CLEANING EQP	15.25	REP. & MAINTVEHICLES		Pekarek		434 00	
	DVDS	33.92	AV - CAPITAL	101.142.342	Raiche		434 00	
	SRP JUMPSTART SUPPLIES	55.42	RECREATION SUPPLIES	701.701.242	Raiche		434 00	
	TRAPS, DISH SOAP, WIPES	22.08	JANITORIAL SUPPLIES	101.123.236	Robb		434 00	
	TRAPS, DISH SOAP, WIPES	22.16	OFFICE SUPPLIES	637.637.232	Robb		434 00	
	ENTREE	15.32 30.84	ENTREE	641.641.710	Schieffe		434 00	
	JANITORIAL SUPPLIES	14.87	JANITORIAL SUPPLIES ENTREE	641.641.236 641.641.710	Schieffe Schieffe		434 00 434 00	
	ENTREE ENTREE	13.98	ENTREE	641.641.710	Schieffe		434 00	
	FRUIT FOR FRIDAY	17.87	RECREATION SUPPLIES	203.203.242	Wattier	=L	434 00	
	FRUIT FOR FRIDAY	26.15	RECREATION SUPPLIES	203.203.242	Wattier		434 00	
	FRUII FOR FRIDAI	417.07	*VENDOR TOTAL	203.203.242	Wattler		434 00	1399
		417.07	VENDOR TOTAL					
V	VAL-MART #3734							
	PROGRAM SUPPLIES	6.72	PROGRAM SUPPLIES	101.142.242	Raiche		434 00	063
V	VALMART.COM							
	DVD	14.99	AV - CAPITAL	101.142.342	Ferrell		434 00	282
īv	VATCHGUARD VIDEO							
	PATROL VIDEO SYSTEM EQP	32.00	REP. & MAINT EQUIPMEN	101.111.221	Brandt		434 00)323
	~		~					
V	VENDY S #5133							
	DOC WORK PROGRAM	40.75	REP. & MAINT BUILDING	101.141.223	Miles		434 00	370
V	VILD WATER CAR WAS	0.00		201 201 222	C 1 - ' - h		424 00	046
	SUPPLIES	9.00	REP. & MAINT BUILDING	201.201.223	Gleich		434 00	246
īv	M SUPERCENTER #1483							
	EMPLOYEE APPRECIATION	39.45	CONFERENCE & MEETINGS	101.102.265	Bailey		434 00	486
	PROGRAM SUPPLIES	5.91	PROGRAM SUPPLIES	101.142.242	Dobrovol	lnv	434 00	
	DVDS	142.72	AV - CAPITAL	101.142.342	Dobrovol	-	434 00	
	SUPPLIES	14.52	OFFICE SUPPLIES	101.142.232	Ferrell	-	434 00	
	DVDS	124.68	AV - CAPITAL	101.142.342	Ferrell		434 00	318
	OFFICE SUPPLIES	51.81	OFFICE SUPPLIES	201.201.232	Kortan		434 00	261
	PROGRAM SUPPLIES	30.96	PROGRAM SUPPLIES	101.142.242	Raiche		434 00	006
	JANITORIAL SUPPLIES	3.94	JANITORIAL SUPPLIES	641.641.236	Schieffe	er	434 00	066
	ENTREE	28.61	ENTREE	641.641.710	Schieffe	er	434 00	159
	ENTREE	3.84	ENTREE	641.641.710	Schieffe		434 00	
	HARDWARE	1.94	SMALL TOOLS & HARDWARE	641.641.247	Schieffe	er	434 00	485

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of Bi	lls			GL540R-V08	CITY OF YAN 3.04 PAGE	KTON 18
VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LIN	E
WM SUPERCENTER #1483								
FRUIT FOR FRIDAY	30.26	RECREATION SUPPLIES	203.203.242		Wattier		434 000	68
FRUIT FOR FRIDAY	16.39 495.03	RECREATION SUPPLIES *VENDOR TOTAL	203.203.242		Wattier		434 002	68
WW GRAINGER								
SAFETY SWITCH	55.17	REP. & MAINT PLANT	601.601.221		Chytka		434 002	94
BALL VALVE REPAIR KITS	385.86	REP. & MAINT PLANT	601.601.221		Chytka		434 004	69
VACUUM BAGS	16.73	JANITORIAL SUPPLIES	101.142.236		Reifenrath	1	434 000	12
VACUUM	269.50	REP. & MAINT EQUIPMEN			Reifenrath	l	434 000	13
CLEANING SUPPLIES	39.44	JANITORIAL SUPPLIES	101.142.236		Reifenrath	ı	434 000	16
SEALANT	29.28	REP. & MAINT BUILDING			Reifenrath		434 001	
JANITORIAL SUPPLIES	143.84	JANITORIAL SUPPLIES	101.142.236		Reifenrath		434 001	
CLEANING MASKS	4.33	JANITORIAL SUPPLIES	101.142.236		Reifenrath		434 001	
JANITORIAL SUPPLIES	90.84	JANITORIAL SUPPLIES	101.142.236		Reifenrath		434 001	
LIGHT BULBS	68.14	REP. & MAINT BUILDING			Reifenrath		434 003	
JANITORIAL SUPPLIES	154.68 1,257.81	JANITORIAL SUPPLIES *VENDOR TOTAL	101.142.236		Reifenrath	1	434 004	37
X-TREME CAR WASH								
K-9 WASH	9.00	PROFESSIONAL SERVICES	101.111.202		Pekarek		434 000	28
YANKTON AREA CHAMBER O								
YANKTON DAY IN PIERRE	10.00	CONFERENCE & MEETINGS	101.101.265		Bailey		434 003	53
YANKTON DAY IN PIERRE	10.00	CONFERENCE & MEETINGS	101.106.265		Bailey		434 003	
YANKTON DAY IN PIERRE	10.00	CONFERENCE & MEETINGS	201.201.265		Bailey		434 003	55
CHAMBER EVENT LUNCH	30.00 60.00	CONFERENCE & MEETINGS *VENDOR TOTAL	101.106.265		Goeden		434 002	08
YANKTON 5 PROGRAM SUPPLIES	20.00	PROGRAM SUPPLIES	101.142.242		Dobrovolny	[434 000	34
YANKTONMEDIAINC								
8TH STREET PROJECT	63.21	8TH ST-LINN TO SUMMIT	506.572.374		Bailey		434 002	38
SUBSCRIPTION - P&D	148.82	SUBSCRIPTIONS & PUBLICAT			Bailey		434 004	
	212.03	*VENDOR TOTAL	1011101100		Darroj		101 001	20
YEARLI.COM								
1095 FORM CORRECTION	3.29	PROFESSIONAL SERVICES -	101.104.202		Clough		434 004	40
	5.25		101.101.202		orougn		101 001	10
ZENSHIN ASIAN RESTAURA								
TRAVEL EXPENSE	27.89	TRAVEL EXPENSE	201.201.263		Lacroix		434 002	51
1821 DOMINOS PIZZA								
EMPLOYEE APPRECIATION	94.48	PROFESSIONAL SERVICES	101.102.202		Bailey		434 004	22
EMPLOYEE APPRECIATION	25.77	PROFESSIONAL SERVICES	101.102.202		Bailey		434 004	55
	120.25	*VENDOR TOTAL						

YANKTON FINANCIAL SYSTEM 03/02/2018 16:50:50		P-Card Schedule of E	ills		CITY OF YANKTON GL540R-V08.04 PAGE 19
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO# F/P ID LINE
REPORT TOTALS:	85,271.34				

RECORDS PRINTED - 000485

P-Card Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	22,879.70
201	PARKS AND RECREATION	5,968.28
203	SUMMIT ACTIVITY CENTER	6,460.52
204	MARNE CREEK	412.22
208	911/DISPATCH	699.53
211	LODGING SALES TAX	1,668.55
506	SPECIAL CAPITAL IMPROV	63.21
601	WATER OPERATION	20,006.09
611	WASTE WATER OPERATION	6,313.43
621	CEMETERY OPERATION	769.38
631	SOLID WASTE	35.68
637	JOINT POWER	587.06
641	GOLF COURSE	4,648.91
701	LIBRARY TRUST	524.90
801	CENTRAL GARAGE	14,233.88
TOTAL	ALL FUNDS	85,271.34

BANK RECAP:

BANK NAME	DISBURSEMENTS
1DAK FIRST DAKOTA NAT'L BANK CORP	85,271.34
TOTAL ALL BANKS	85,271.34

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE	 APPROVED BY	

Social Work Month 2018 "SOCIAL WORKERS: LEADERS. ADVOCATES. CHAMPIONS."

WHEREAS, the Social Work Profession is dedicated to enhancing the wellbeing of others and meeting the basic needs of all people, especially the most vulnerable in our society;

WHEREAS, Social Workers are present throughout our society, including the government, schools, universities, social service agencies, communities, the military and in health care and mental health organizations;

WHEREAS, Social Workers are the largest group of suppliers of mental health services in the United States;

WHEREAS, Social Workers are present in times of crisis, helping people overcome issues such as death and grief and helping people and communities recover from natural disasters such as floods and hurricanes;

WHEREAS, Social Workers help people in every stage of life function better in their environments, improve their relationships with others, and solve personal and family problems;

WHEREAS, Social Workers have pushed for decades to ensure rights for all, including women, African Americans, Latinos, people who are disabled, people who are LGBTQ and various ethnic, cultural and religious groups;

WHEREAS, Social Workers continue to engage and bring together individuals, communities, agencies and government to help society solve some of the most pressing issues, including immigration reform, equal rights for all, affordable and good health care and mental health care for all; and protecting the environment;

NOW, THEREFORE, I, Jake Hoffner, Mayor of the City of Yankton, South Dakota, in recognition of numerous contributions made by America's 650,000 Social Workers, I proclaim the month of March, 2018 as National Social Work Month and call upon all citizens of Yankton to join with the National Association of Social Workers and National Association of Social Workers - South Dakota in celebration and support of the Social Work profession.

	3 / 1 2 / 1 8		3 / 1 2 / 1 8
Mayor Jake Hoffner	Date	Finance Officer Al Viereck	Date



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 53, NUMBER 5

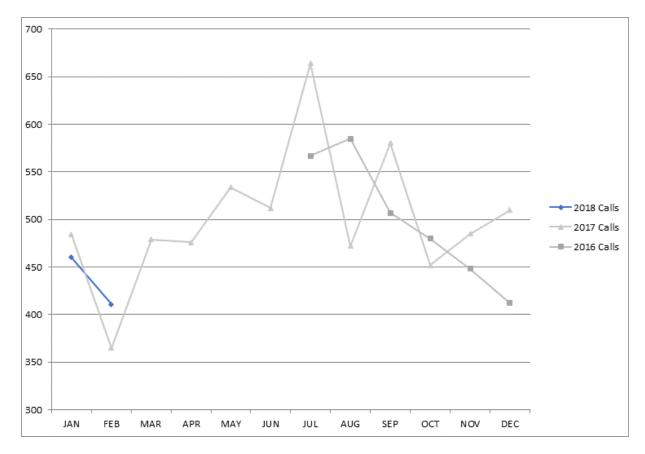
Commission Information Memorandum

The Yankton City Commission meeting on Monday, March 12, 2018, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Information Services Department Update

Staff located a used video switcher to replace the failed unit for the PEG channel. Unfortunately, video playback will be unavailable until the switcher is replaced or new equipment is purchased. We hope to get the channel fully operational again while we research and procure new equipment. We will be reaching out to current contributors examine switching from DVDs / VHS to a file based system. City and Chamber of Commerce staff will be demoing replacement equipment over the next few months. 911 calls continue to trend slightly higher with February's call volume up 12.6%.



2) Community Development Update

Congratulations to Community and Economic Development Department staff member Michael Hofer on passing his International Code Council (ICC) Building Inspectors Certification Test. Achieving this certification demonstrates that Michael has a comprehensive understanding of building codes,

construction standards, and principles. The Insurance Standards Office (ISO), also recognizes communities that participate in the ICC Code Certification Programs. Having our staff attain certifications such as this can improve the City's ISO rating and help lower building insurance rates for all property owners in the City. The goal of the International Code Council is to set building code standards that allow for safe and affordable housing.

The Community and Economic Development Maintenance Staff, with assistance from the Department of Corrections have finished stripping and waxing the floors at the Center. This project includes the areas in the assembly portion of the building. Staff coordinates this effort with the Center's schedule to create the least disruption possible for their activities. As in the past, we found that changing our schedules to complete the project over a weekend causes the least impact in the Center's daily operations.

3) Human Resources Department Update

We coordinated with our AFLAC representative to order debit cards for employees who have flexible spending accounts to use for eligible health care expenses. By using the card, the expense comes directly from their spending account and this avoids the hassle of submitting claim forms.

We closed on applications for the two part-time positions, Library Page and Library Circulation Assistant on March 2. Applications will be reviewed by the Library Director and interviews will be scheduled.

4) Public Works Department Update

Yankton Citywide Cleanup is scheduled to begin curbside pickup April 2, 2018. Placing items curbside before March 24, 2018 is not permitted, and those items may be removed at the property owner's expense.

The Transfer Station will begin accepting no charge drop-off from regular collection route customers on March 17, 2018. Residents may also participate, at no additional cost, by placing items into sorted piles, by type, at their homes. Please have items placed curbside by your regular collection day. Piles should be located directly in front of your property, not in the street, alley, or neighboring property. Items not eligible for disposal include: tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries. Motor oil may be taken to the transfer station and disposed of free of charge year around. Please place garbage cans for regular collection at your normal collection point and away from piles. For more information, on citywide cleanup and Transfer Station hours, visit www.cityofyankton.org or call (605) 668-5211.

Street department crews continue to clean up after the recent snow fall events. Also, as the temperatures fluctuate, the street crews continue to address street breakup and potholes throughout the City's street system. The street department has been bringing in the bike racks and trash can holders from the Meridian District for repainting from the dark green color to the black color.

Engineering continues to work on the design and plan preparations for the 2018 construction project list. The Walnut Street from 2nd Street to 4th Street Reconstruction and Streetscape Project is currently being advertised for a March 29, 2018 bid letting. The 26th Street from Douglas Avenue to Mulberry Street Reconstruction plans and the Trail Project along east 4th Street from the Chamber Building to Archery Lane are under review and will be advertised in the near future

5) Parks and Recreation Department Update

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

6) Library Update

The Library celebrated Dr. Seuss Day last week with a special craft day. We welcomed nearly 50 children and their caregivers for a total of 68 participants.

We also hosted our annual Oscars marathon this past weekend, where 97 patrons enjoyed 5 Oscar nominated films.

7) Finance Department Update

There are four candidates running for three open city commission seats in the April 10 municipal election. The candidates will be in the following order on the ballot: Craig L. Sommer, Nathan V. Johnson, Bridget Benson, and David Carda. The Yankton School District will not be conducting an election with the City this year as the incumbent, Kathy Greeneway, and newcomer Jill Sternquist have run unopposed for the two open seats on the school board.

Absentee voting will be available starting Monday, March 26 in the City Finance Office. March 26 is also the deadline for voter registration in order to participate in this year's municipal election.

8) Environmental Services Department Update

Work continues on the water plant. John T. Jones has completed the removal of the concrete from the collapsed wall. Structural engineers are inspecting the rebar that is currently in place. Some of the rebar was damaged and had to be removed. The contractor will be required to add additional rebar to the wall to meets specifications.

South Dakota Department of Environment and Natural Resources has completed the final review and approved the plans for the gravity sewer project. The project is eligible for State Revolving Funds (SRF) under our current SRF loan. The engineers estimate is \$2,400,000.00. The current SRF loan will not cover the entire cost. Staff can request an amendment to the current SRF or apply for an additional SRF loan to cover the shortfall if needed. The gravity line will connect the new lift station to the existing gravity line along Highway 50. This will allow staff to decommission and remove the Chesterman lift station. Staff is scheduled to advertise for bids this week.

9) Monthly reports

Salary, Building and Yankton Police Department monthly reports are included for your review. Minutes from the Park Advisory Board are also included.

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

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

2nd - half of February information:

Pontale

Fitness Classes- Early Bird Boot Camp class Power Abs Prime Time Senior class Tabata class Water aerobics Work-Out Express class Yoga classes Zumba class Booty Blaster class	27 participants 73 participants 57 participants 95 participants 146 participants 95 participants no classes 31 participants
Booty Blaster class	29 participants

Rei	ntais-	
0	Birthday rentals-	5 parties
0	SAC courts-	14 hours
0	Theater-	35 hours
0	Meeting rooms-	5 hours
0	City Hall courts-	49.5 hours
0	Capital Building-	0 dates
0	Riverside shelters-	0 rentals
0	Memorial shelters-	0 rentals
0	Westside shelter-	0 rentals
0	Rotary outdoor classroom-	0 rentals
0	Sertoma shelter-	0 rentals
0	Tripp shelter-	0 rentals
0	Meridian Bridge	0 rental
	C members- C memberships-	2,542 people 1,223
SA	C attendance-	3,472 visits

The Summit Activities Center no longer has a Yoga instructor on staff. The City will continue to search for a Yoga instructor to add to our part-time staff, but until that time, the SAC will not be able to offer Yoga classes.

Entire month of February was Get Up & Play month. SAC special promotions included the half-price Yankton Summer Season Pool Pass. \$1 day passes at the SAC. 10% off quarterly memberships purchased in February. 15% off annual memberships purchased in February.

91 people

Summer Pool Passes sold during February- 465. 276 family passes. 112 family passes with SAC member discount. 60 individual passes. 17 individual passes with SAC member discount. In 2017, 365 passes were sold in February.

Friday, February 16- Nutritional Class offered- Healthy Eating for the Aging Adult. 9 attendees and it was a free class for SAC members.

Saturday, February 18- Special Olympics Basketball Tournament at the SAC.

Monday, February 19- No School Special. 77 paid attendance. Free for SAC members.

P&R Department CIM Page 1 of 3

New members-

Thursday, February 22- SAC Winter Swim Lessons concluded. 114 participants.

The Yankton Basketball Incorporated Bucks and Gazelles Basketball Program concluded in February. 130 participants in 2018. In 2017, there were 150 participants.

Todd, Colleen, and the Recreation staff are planning for the Midwest Park and Recreation Conference that will be held in Yankton on April 23, 24, and 25, 2018. The preliminary schedule and the registration have been released and are being sent to the different state park and recreation organizations in the region. The conference preview document and the registration can be found on the South Dakota Park and Recreation Association website: <u>http://www.sdpra.com/</u> or on the City's website: <u>http://www.cityofyankton.org/departments-services/parks-recreation-128</u>.

Brittany LaCroix is working on the fireworks order for July 4, 2018.

PARKS

The Parks, Trails, and Cemetery staff remove snow and ice as needed from City properties or public right-of-ways. The Trails staff will monitor the trail for flooding during the spring thaw. The low-water crossings will be closed periodically as the Marne Creek flows rise enough to have the crossings under water.

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

When the weather starts to change, nights warm up, and things dry out the City Parks Staff will work on these items at Riverside Softball Field:

- 1. Paint the foul poles orange
- 2. Knock down the crown at the pitcher's mound and move the agri-lime back towards short stop and second base. We can utilize the City Engineering Department to help with the slopes.
- 3. Re-align bases with foul poles starting with 1st and 3rd then aligning second base and the pitcher's plate. We can utilize the City Engineering Department to help with this alignment.

FOX RUN GOLF COURSE

The golf simulator is up and in operation at the clubhouse. Winter simulator leagues began in December.

Summer Golf League Meetings will be:

Monday, 3-26 @ 7 pm: Men's Leagues (NEW for 2018 will be a Scramble league)

Tuesday, 3-27 @ 7 pm: Senior League

Wednesday, 3-28 @ 7 pm: Ladies League

Leagues begin week of April 16th

The 2018 Facebook Advertising/Marketing Campaign has begun.

The Golf staff have been making improvements to the Clubhouse at Fox Run. Improvements include painting, air vent cleaning and painting, and removing the half-wall that separated the pro shop area and the rest of the clubhouse. The staff is planning to have the chairs re-upholstered.

New for 2018 PGA Jr. League

PGA Jr. League brings friends & family together around fun, team golf experiences with expert coaching from a PGA Professional.

Fox Run is forming 2 teams of 8 to 12 players. Players must not turn 14 before 8-1 and may be of any skill level. We will play teams from Hillcrest & The Bluffs.

An <u>All Star Team</u> consisting of players from Fox Run , Hillcrest and The Bluffs will be chosen to compete for a chance to play in a National Tournament.

If you are interested in or have questions about the PGA Jr. League contact Fox Run Golf Course at (605)668-5205

Also keep in Mind:

Fox Run's Junior Golf Program Beginning in June.

Look for some exciting new additions to our program such as the NEW *Yearly Junior Club Rental.

*You no longer need to spend \$150 or more on a set your kids will grow out of in 1 year.

Sign up starts April 17th at the Summit Center.

Salary - February 2018

DEPARTMENT NAMES	\$
ADMINISTRATION	39,480.73
FINANCE	32,217.03
COMMUNITY DEVELOPMENT	23,331.54
POLICE/A.C./DISPATCH	148,114.74
FIRE	13,008.78
ENGINEERING / SR. CITIZENS	41,148.65
STREETS	43,588.13
SNOW & ICE	11,068.98
TRAFFIC CONTROL	3,537.98
LIBRARY	28,477.71
PARKS / SAC	65,933.82
MEMORIAL POOL	-
MARNE CREEK	3,747.35
WATER	38,050.50
WASTEWATER	37,302.23
CEMETARY	3,695.24
SOLID WASTE	20,780.21
LANDFILL / RECYCLE	18,109.64
GOLF COURSE	15,162.69
CENTRAL GARAGE	7,361.70
	594,117.65

NEW HIRES

Personnel Changes & New Hires

Joseph Gokie	9.50 hr.	Rec. Division
Cassandra Santiago	11.50 hr.	Rec. Division
Alexandria Max	9.50 hr.	Library

City of Yankton Building Report

Issued Dates: 02/01/2018-02/28/2018

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
02/02/2018	BLDG-18-0013	DROTZMANN, STEVEN A 200 WEST 22 STREET	Single Family Home - New	\$124,110.20	DROTZMANN, STEVEN A 623 AUGUSTA CIR YANKTON, SD 5707	\$374.50
02/02/2018	BLDG-18-0014	Frontier Lodging of Yankton LLC 508 W. 21st Street	Commercial - New	\$80,000.00	New Generation Construction (NGC) 1000 O Street LINCOLN, NE 68508	\$287.00
02/05/2018	BLDG-18-0015	METHENY, WILLIAM D 109 FRANCIS ST	Single Family Home - Accessory Structure	\$15,000.00	I Saw I [:] 770 Rolling Hills Dr. Yankton, SD 5707	\$84.50
02/27/2018	BLDG-18-0016	QUALITY HOLDINGS LLC 2001 BROADWAY AVE	Commercial - Alteration/Repair	\$15,000.00	Promes Construction 3312 W. 8th St. YANKTON, SD 5707	\$84.50

(Current Month) Total Valuation:	\$234,110.20	Total Fees:	\$830.50
(Prior Year Month) Total Valuation:	\$1,746,741.00		
(Current Year) to Date Valuation:	\$1,299,555.20		
(Prior Year) to Date Valuation:	\$2,359,490.00		

	GENERAL SUMMARY			
	THIS MONTH		Year To	o Date
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	928	979	1896	1964
SHERIFF INCIDENTS	147	127	304	271
AMBULANCE CALLS (YPD)	17	26	42	58
FIRE / HAZMAT CALLS	2	3	4	8
FOREIGN AID CALLS	16	10	36	30
ALARMS	14	15	36	22
ANIMAL CALLS/COMPLAINTS	44	12	90	22
ANIMALS CLAIMED OR IMPOUNDED (HHS)	8	5	15	14
ANIMALS DISPOSED	1	3	1	3

	ACCIDENT SUMMARY			
	THIS MONTH This Year Last Year		Year To	o Date
			This Year	Last Year
STATE REPORTABLE	10	8	23	35
NON REPORTABLE AND HIT & RUN	19	18	54	49
SIGNAL 1 INJURY	2	2	4	10
# PERSONS INJURED	3	N/A	5	N/A
FATALITIES	0	0	0	0
PEDESTRIAN	0	0	0	0

February 2018 YPD Citations

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
DUI	5	16	20	29
DRIVING UNDER REVOCATION	5	15	8	24
SUSPENDED, EXPIRED OR UNLICENSED DRIVER	17	23	36	46
CARELESS DRIVING	4	1	6	1
EXHIBITION DRIVING	1	0	1	0
SPEEDING	9	29	25	47
STOP SIGN, RED LIGHT VIOLATION	5	3	8	14
IMPROPER TURNING	1	2	5	2
YIELD RIGHT OF WAY	0	1	0	2
OPEN CONTAINER	0	3	1	7
MIC (17 yoa or under)	2	1	9	1
CONSUMPTION UNDERAGE (18-20 yoa)	0	4	0	9
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR	0	0	0	0
MISDEMEANOR DRUG CITATIONS AND (Poss. Of Drug Paraph.)	20	18	45	29
TOBACCO VIOLATIONS	3	1	4	1
PETTY THEFT	7	1	7	3
INTENTIONAL DAMAGE TO PROPERTY	1	0	1	0
OTHER VIOLATIONS	16	52	38	77
TOTAL TRAFFIC CITATIONS	96	170	214	292

	THIS MONTH		YEAR TO DATE	
	This Year Last Year		This Year	Last Year
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	4	5	6
ASSAULT AGGRAVATED	1	1	2	2
ASSAULT SIMPLE	1	3	2	6
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	5	3	13	4
DISORDERLY CONDUCT	0	1	0	1
SEXUAL CONTACT/SEX OFFENSES	0	0	0	0
THEFT PETTY	2	1	4	2
THEFT GRAND	0	1	0	1
THEFT AUTO	0	0	0	1
FORGERY & COUNTERFEITING	0	0	0	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	3	1	4
NARCOTIC DRUG CHARGES	40	26	80	52
LIQUOR ARRESTS	1	0	1	1
WEAPONS VIOLATION	0	0	0	2
WARRANTS	22	13	34	26
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	30	43	66	77
TOTAL ARRESTS	102	99	208	185

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	0	0	0	0
RUNAWAY	1	0	1	1
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	1	0	1
ASSAULT AGGRAVATED	0	0	0	1
ASSAULT SIMPLE	1	0	1	1
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	0	0
DISORDERLY CONDUCT	0	0	0	0
SEXUAL CONTACT / SEX OFFENSES	0	0	0	0
THEFT PETTY	0	0	0	2
THEFT GRAND	0	0	0	0
THEFT AUTO	0	0	0	0
FORGERY & COUNTERFEITING	0	0	0	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	1	0	3
NARCOTIC DRUG CHARGES	0	4	4	4
LIQUOR ARRESTS	0	0	0	0
WEAPONS VIOLATIONS	0	2	0	2
ALL OTHER OFFENSES	3	3	3	5
TOTAL ARRESTS	5	11	9	20



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

MINUTES YANKTON PARK ADVISORY BOARD Monday, February 5, 2018 Technical Education Center, 1200 W. 21st Street – 5:30 PM

I. ROUTINE BUSINESS

Roll Call: Present:

Lola Harens, Bryan Schoenfelder, Darcie Briggs, Catherine Crandall, Commissioner Stephanie Moser, Dave Spencer.

Absent: Dave Withrow.

Also present were Director of Parks and Recreation Todd Larson, and Department Secretary Chasity McHenry.

High School Appearances: Noel Kusek.

Public Appearances: Craig Sommer. Informed the board he is planning to turn in a petition to have his name placed on the ballot for the City Commission election in April.

Minutes: January 2, 2018 minutes approved. Harens motioned, Briggs second. Motion carried 5-0.

II. OLD BUSINESS

A. <u>None.</u>

III. NEW BUSINESS

- A. Yankton is hosting the Midwest Parks and Recreation Conference April 23, 24, 25, 2018.
 - 1. Possible attendance of 125 175 from states of North Dakota, South Dakota, Nebraska, Kansas, Colorado, and Wyoming. We are reaching out to Iowa and Minnesota also.
 - 2. Utilizing the Best Western Kelly Inn for rooms.
 - 3. Utilizing the NEYAC building for the conference.
 - 4. Conference information and the registration can be found on the City's website. The address is http://cityofyanktonsac.maxgalaxy.net/BrowseActivities.aspx (attachments).
- B. <u>February is Get Up and Play Month at the Summit Activities Center.</u>
 - 1. Details can be found on the City's website. <u>http://www.cityofyankton.org/departmentsservices/parks-recreation/summit-activities-</u> <u>center/get-up-and-play-month-february</u>
 - 2. The SAC has \$1 day passes all month. Fitness classes, open swims, gymnasiums, and the fitness/cardio equipment are all a part of the day passes.



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- 3. The Yankton Summer Season Pool Pass is half price for the entire month of February and can be purchased at the front desk of the SAC. The form to be filled out for the pass can be found on the City's websitehttp://www.cityofyankton.org/home/showdocument?id=3746 In the first five day 17 family pool passes, 9 SAC family pool passes, and 1 single pool pass has been sold.
- 4. Anytime during February, anyone who purchases _or renews) a membership will receive the "Get Up and Play" discount! All annual memberships will be reduced 15% and all quarterly memberships will be reduced 10%, but only if purchased from February 1st – 28th! This offer excludes all corporate and EFT memberships. Take advantage of the savings in February!
- C. <u>Discussion of sports facilities and aquatics facilities improvements working to a future</u> recommendation for City Commission.
 - Dive-In-Yankton will present to the PAB at an upcoming meeting, but Todd does not have a date yet for presentation. The cost estimate range they have released to the public is \$11 - \$16 Million. They are currently working on large donations from the private sector.
 - 2. Todd met with the Youth Softball Association in regards to planning for the 2018 National Tournament.
 - i. Asking to add an additional 20' dugouts on the north field at the SAC closer to home plate.
 - ii. Discussed adding lights to the Summit fields. The planning has been stopped and waiting to hear what will be built by the 4030 Foundation as it affects user groups on the baseball and softball fields in Yankton.
 - 3. Memorial Park- north softball field. Installing posts, fence, and yellow safety tubing as the weather permits.
 - 4. It seems at this time, there will be no combination of efforts for funding multiple sports facilities' improvements and the aquatics facility.
 - 5. The board discussed the formation of a local sports commission which would have representatives from all sports facilities user groups. This group could share information between groups and help coordinate facility improvements. The Parks Advisory Board could be involved in this commission and trying to get the groups to work together more in the future.
- D. <u>General Discussion</u>
 - 1. Todd has ordered red recyclable garbage can holders for certain areas in our parks system. A recycling plan in the parks will be started in the spring.
 - 2. Westbrook Estates- City engineers to shoot elevations and the park needs to be shaped for drainage from south to north. Then improvements could start.
 - 3. Planning to install a sidewalk on the outside of the fence from the west drive-in gate to the northwest walk0in gate at Riverside Baseball Stadium.
 - 4. Fall 2018- make infield smaller on the north field at the SAC. Pull agri-lime into infield area and add sod or seed grass to make infield area smaller. Would need to adjust irrigation for the new area of sod/grass.



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IV. OTHER BUSINESS

- A. Commission information Memorandums (2 CIM attachments).
- B. Next Meeting Monday, March 5, 2018.

V. ADJOURN

Briggs motioned, Spencer second. Motion carried 5-0.

CITY of YANKTON PLANNING COMMISSION MEETING MINUTES for Tuesday, February 13th, 2018

The meeting was called to order at 5:31 p.m. by Vice Chairman Wenande

ROLL CALL:

Present – Deb Specht, Mike Healy, Lynn Peterson, Marc Mooney, Bruce Viau, Jon Economy, Dr. Scott Schindler, Brad Wenande, ETJ Member Michael Welch, City Commission Liaison Dave Carda

Unable to attend: Chairman Pier

Vice Chairman Wenande called for approval of the January 8th, 2018 meeting minutes.

18-05 **MINUTES** – January 8th, 2018

MOTION – It was moved by Commissioner Shindler and seconded by Commissioner Economy to approve the minutes from January 8th, 2018.

VOTE – Voting "Aye" – all members present. Voting "Nay" – none. **MOTION – PASSED**

Vice -Chairman Wenande stated there were no consent items.

Vice-Chairman Wenande moved on to Old Business to discuss the Public hearing to consider amendments to the City of Yankton Code of Ordinances allowing the City Manager to appoint staff support for the Planning Commission, changing the annual reorganization from May to June and allowing the Chairman of the Planning Commission to determine a meeting is not necessary if there are no requests for action to be considered. Dave Mingo spoke on this subject and stated this is more of a "housekeeping situation and didn't foresee any issues.

18-06 MOTION – It was moved by Commissioner Mooney and seconded by Commissioner Healy to recommend approval of the amendments to the City of Yankton Code of Ordinances allowing the City Manager to appoint staff support for the Planning Commission, changing the annual reorganization from May to June and allowing the Chairman of the Planning Commission to determine a meeting is not necessary if there are no requests for action to be considered.

VOTE – Voting "Aye" – all members present. Voting "Nay" – none. **MOTION – PASSED**

Vice Chairman Wenande moved on to New Business to discuss the consideration of a variance from the rear yard setback and lot coverage requirements in an R-3 two-family residential district on the South 67 feet of Lot 2, Block 10, Willow Ridge Subdivision in the City of Yankton, South Dakota. Address, 2831 Mary Street. Darwin Tessier, owner.

Dave Mingo provided background on the subject and thanked Darwin Tessier for his cooperation with the matter. Mr. Mingo reminded members present at the meeting that

this is a quasi-judicial matter so the appropriate protocols such as avoiding ex-parte communication are in place. Mr. Mingo continued stating the proposal constitutes two variance requests. Enclosing the deck would by definition change it from a deck to a house addition which would encroach in the rear yard setback and make the structure coverage of the property exceed the maximum allowed in the zoning district. Therefore, the two issues are:

1. The proposal would establish the addition at 18 feet from the rear lot line. The required rear yard setback in the district is 25 feet

2. The proposal would create a situation where the maximum lot coverage on the site is exceeded. Although the amount is minimal, it would cover 35.9 percent of the lot. The coverage allowed is 35 percent.

Mr. Mingo discussed the purposed defined in city ordinance and South Dakota Codified Law for granting a variance. In both instances the defined purpose for granting a variance is a hardship approaching confiscation of the use of property as opposed from granting a special privilege to an individual property owner. Mr. Mingo stated that this instance is not a hardship by definition and therefore is a request from the applicant for a special privilege. Based on this, staff recommends that the proposed variance be denied.

Darwin Tessier addressed the commission and his wife circulated photos of the proposed project. Mr. Tessier thanked Mr. Mingo and the city staff for their assistance with this effort; and thanked the Commission for their role in public service. Mr. Tessier continued by pointing out how beautiful the current deck is and how unfortunate it is that he and his wife cannot use it due to some weather conditions, insects and varmints. Mr. Tessier sited current Homeowner's Association's laws for additions, which the current project abides by. Additionally, members of the Association's Architectural Design Committee also attended meeting in a show of support for Mr. Tessier's proposed project. Leah Smith from the committee stated that they supported the variance and that others would not have spent the money to do as nice of a project as the Tessier's did.

Commissioner Mooney asked for clarity regarding proof of hardship. Mr. Tessier re-stated that due to a childhood illness (caused by an insect bite) he and his wife were terrified of weather, insects and varmints, thus not allowing them to use the current deck.

Commissioner Economy asked why they didn't put windows in when the deck was originally constructed. Mr. Mingo said the permits in place are for an open deck with roof or shade feature. Commissioner Economy stated his concern about setting a precedence for future variance requests. Dave Mingo spoke, in reference, to using the word "precedence", as there was a time in Yankton's past when there were multiple variance requests per meeting and are each considered individually. That was not productive or responsible. The ordinance was re-written allowing certain things described in many variance requests and holding the line on others.

Commissioner Healy asked about the property to the west of the Tessier's and whether or not it was developed or for sale. Mr. Tessier confirmed that the lots were not yet developed, but purchasing one to accommodate the variance request wasn't an option at this time. Dave Mingo stated that in unique situations, variances can be granted for hardships, but that it's a case-by-case and often a complex situation. He stated that it is his recommendation that we continue only granting variances for hardships by definition and this instance is not a hardship.

18-07 MOTION – It was moved by Commissioner Economy and seconded by Commissioner Viau to deny the variance request from the rear yard setback and lot coverage requirements in an R-3 two-family residential district on the South 67 feet of Lot 2, Block 10, Willow Ridge Subdivision in the City of Yankton, South Dakota. Address, 2831 Mary Street. Darwin Tessier, owner.

VOTE – Voting "Aye" – all members present. Voting "Nay" – none. **MOTION – PASSED** The topic moves on to the following schedule:

HEARING SCHEDULE:

February 26, 2018: Zoning Board of Adjustment sets March 12, 2018 as the date for a public hearing to consider the variance.

March 12, 2018: Zoning Board of Adjustment hears testimony and makes final decision. Granting of a variance requires a vote of at least two-thirds of the Board.

Vice Chairman Wenande continued on to discuss the Plat review of Lots 1A, IB, 2A, & 2B of Block 2 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota. Address, 2520, 2522, 2524 and 2526 Dorian Drive. KN Construction, Inc., owner.

All adjacent public infrastructure is accounted for. Of primary focus in this type of plat review is the design of the utility connections. Each unit will have a separate water and sanitary sewer connection which meets City requirements related to this type of subdivision.

Dave Mingo stated that staff recommends approval of all 3 Westbrook plats. They are duplex and four-plex lot plats supported by the original subdivision approval.

18-08 MOTION – It was moved by Commissioner Schindler and seconded by Commissioner Viau to approve the plat review of Lots 1A, IB, 2A, & 2B of Block 2 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota. Address, 2520, 2522, 2524 and 2526 Dorian Drive.

VOTE – Voting "Aye" – Economy, Shindler, Viau, Healy, Peterson, Money and Wenande. Voting "Nay" – none. Abstaining - Specht **MOTION – PASSED**

The topic moves on to the following schedule:

HEARING SCHEDULE:

February 26, 2018: City Commission reviews the plat and takes action.

Vice Chairman Wenande continued on to discuss the plat review of Lots 3A, 3B, 4A, & 4B of Block 3 of Westbrook Estates Addition to the City of Yankton, Yankton County,

South Dakota. Address, 2513, 2515, 2517 and 2519 Dorian Drive. KN Construction, Inc., owner.

18-09 MOTION – It was moved by Commissioner Mooney and seconded by Commissioner Peterson to approve the plat review of Lots 1A, IB, 2A, & 2B of Block 2 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota. Address, 2520, 2522, 2524 and 2526 Dorian Drive.

VOTE – Voting "Aye" – Economy, Shindler, Viau, Healy, Peterson, Money and Wenande. Voting "Nay" – none. Abstaining - Specht. **MOTION – PASSED**

The topic moves on to the following schedule:

HEARING SCHEDULE:

February 26, 2018: City Commission reviews the plat and takes action.

Vice Chairman Wenande continued on to discuss the plat review of Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 4A, 4B, 4C, & 4D of Block 5 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota. Address, 1401, 1403, 1405, 1407, 1409, 1411, 1413, 1415, 1501, 1503, 1505, and 1507 w• 25~" Street. KN Construction, Inc., owner

18-10 MOTION – It was moved by Commissioner Economy and seconded by Commissioner Schindler to approve the plat review of Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 4A, 4B, 4C, & 4D of Block 5 of Westbrook Estates Addition to the City of Yankton, Yankton County, South Dakota. Address, 1401, 1403, 1405, 1407, 1409, 1411, 1413, 1415, 1501, 1503, 1505, and 1507 w• 25~" Street.

VOTE – Voting "Aye" – Economy, Shindler, Viau, Healy, Peterson, Money and Wenande. Voting "Nay" – none. Abstaining - Specht **MOTION – PASSED**

The topic moves on to the following schedule:

HEARING SCHEDULE:

February 26, 2018: City Commission reviews the plat and takes action.

Vice Chairman Wenande continued on to discuss the plat review of Applied Engineering Subdivision in the SE 1 4 of the SE 1 4 of Section 8, T93N, R56W of the 5th P.M., Yankton County, South Dakota. Address, 2808 SD Hwy 50. Applied Engineering, Inc., owner.

Commissioner Economy asked if this was a plan to clean up the lot. Dave Mingo responded that the attached plat takes three lots and combines them into one. Applied Engineering is requesting this plat to consolidate their property in preparation of adding on to their plant. All adjacent public infrastructure is accounted for. They will not get any additional access to Highway 50. They have requested, and will be granted an additional access to Bill Bagg's Road if this plat is approved. There are no right-of-way dedication

requirements associated with this plat. Mr. Mingo stated that staff recommends approval of the proposed plat.

18-11 MOTION – It was moved by Commissioner Specht and seconded by Commissioner Peterson to approve the plat review of Applied Engineering Subdivision in the SE 1 4 of the SE 1 4 of Section 8, T93N, R56W of the 5th P.M., Yankton County, South Dakota. Address, 2808 SD Hwy 50.

VOTE – Voting "Aye" – all members present. Voting "Nay" – none. **MOTION – PASSED**

The topic moves on to the following schedule:

HEARING SCHEDULE:

February 26, 2018: City Commission reviews the plat and takes action.

Vice Chairman Wenande continued on to discuss the plat review of Lot 3, in Lewis and Clark Business Center, in the South 645 Feet Except for Lot H2, of the N. 1 2 of the N.E. 1 4, Section 16, T93N, R56W of the 5th P.M., Yankton County, South Dakota. Address, North Side of the 3800 Block of W. 8th Street. T.J. Land, Inc., owner.

Mr. Mingo explained that the location of the proposed parcel is within the City's three mile plating jurisdiction which allows the City to require the dedication of right-of-way along the extension of the planned street grid. The proposed plat is located in a previously approved subdivision with dedicated ROW and easements serving as the primary access to the development. The previous right-of-way dedications meet the requirements of the City's review process for the location. The proposal will be subject to county platting and land use approval requirements as it forward through that process.

Dave Mingo stated that staff recommends approval of the proposed plat.

18-12 MOTION – It was moved by Commissioner Peterson and seconded by Commissioner Economy to approve the Plat review of Lot 3, in Lewis and Clark Business Center, in the South 645 Feet Except for Lot H2, of the N. 1 2 of the N.E. 1 4, Section 16, T93N, R56W of the 5th P.M., Yankton County, South Dakota. Address, North Side of the 3800 Block of W. 8th Street.

VOTE – Voting "Aye" – all members present. Voting "Nay" – none. **MOTION – PASSED**

The topic moves on to the following schedule:

HEARING SCHEDULE:

February 26, 2018: City Commission reviews the plat and takes action.

Vice Chairman Wenande moved on to discuss the January 2018 Building Report. The total valuation for January 2018 was \$1,065,440.00 which is significantly higher than January 2017 which was \$612,749.00.

Vice Chairman Wenande moved on to discuss Planning Activities / Orientation Discussion. Dave Mingo requested to delay this discussion until Chairman Pier can participate. Topic moves to March 12th, 2018 meeting agenda.

Vice Chairman Wenande moved on to discuss the Planning Commission volunteer for Façade Grant Committee. Mike Healy was recommended and a motion to formally appoint him on Façade Grant Committee was made.

18-13 **MOTION** – It was moved by Commissioner Peterson and seconded by Commissioner Viau appoint Mike Healy as volunteer for Façade Grant Committee.

VOTE – Voting "Aye" – all members present. Voting "Nay" – none. **MOTION – PASSED**

ADJOURNMENT

18-14 **MOTION** – It was moved by Commissioner Peterson and seconded by Commissioner Viau to adjourn at 6:22PM

VOTE – Voting "Aye" – all members present. Voting "Nay" – none. **MOTION – PASSED**

Respectfully submitted,

Dave Mingo, Secretary

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 15th day of March, 2018, 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 26th day of March, 2018, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ONE (1) NEW 2018 OR NEWER MODEL 37,000 GVW 4X2 CLASS TRUCK

FOR THE PUBLIC WORKS DEPARTMENT SOLID WASTE DIVISION

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

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

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

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

Dated: March 1, 2018

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 15th day of March, 2018, 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 the26th day of March, 2018, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ONE (1) NEW 2019 MODEL 56,000 GVW 6x4 CLASS TRUCK

FOR THE PUBLIC WORKS DEPARTMENT STREET DIVISION

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

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

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

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

Dated: March 1, 2018

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 15th day of March, 2018, 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 26th day of March, 2018, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ONE (1) NEW STEEL TRANSFER STATION WALKING FLOOR TRAILER

FOR THE DEPARTMENT OF PUBLIC WORKS CITY OF YANKTON/JOINT POWERS DEPARTMENT

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

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

The City of Yankton, South Dakota reserves the right to reject any 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.

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

Dated: March 1, 2018

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 22nd day of March, 2018, 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 9th day of April, 2018, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ONE (1) NEW 2018 MODEL 16 CUBIC YARD REAR LOADING REFUSE BODY

FOR THE PUBLIC WORKS DEPARTMENT SOLID WASTE DIVISION

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

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

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

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

Dated: March 15, 2018

NOTICE OF HEARING UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for 1 day, June 2, 2018, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), d/b/a Rounding 3rd Bar and Casino, 304 W. 3rd Street and 309 Cedar Street, Diagram attached, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 26, 2018 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 12th day of March 2018.

ON Muil

Al Viereck FINANCE OFFICER

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 RETAIL (on-sale) Liquor License for 1 day, April 23, 2018, from Boomer's Inc., (Gary W. Boom, President) d/b/a Boomer's Lounge, NFAA, 800 Archery Lane, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 26, 2018, 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 12th day of March, 2018.

ON Muil

Al Viereck FINANCE OFFICER

To:City ManagerFrom:Finance DepartmentDate:February 28, 2018Subject:Special Events Malt Beverage License for Yankton Rodeo Assn.

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 18, 2018, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with all building and fire codes.

OI Nuil

Al Viereck Finance Officer

Roll call

Second Reading and Public Hearing

Memorandum #18-47

To:Amy Nelson, City ManagerFrom:Dave Mingo, Community and Economic Development DirectorSubject:Ordinance AmendmentsDate:March 1, 2018

Attached is a working version of Ordinance No. 1004 which describes solutions to a couple of "housekeeping" issues in our ordinance that have been discussed by staff and the Planning Commission over time. The scope of the proposed amendments can best be described by the agenda and public notice titles:

Amendments to the City of Yankton Code of Ordinances allowing the City Manager to appoint staff support for the Planning Commission, changing the annual reorganization from May to June and allowing the Chairman of the Planning Commission to determine a meeting is not necessary if there are no requests for action to be considered

These amendments simply recognize how we currently do business. As you can see, the current ordinance has the Planning Commission appointing staff support which is not how we function. Also, it is not possible for the Planning Commission to reorganize prior to the City Commission reorganization in May. Therefore, the proposal changes the Planning Commission reorganizing to June.

The Planning Commission has reviewed the amendments and recommended that they be approved. I will be happy to answer questions about individual components of the proposal during the second reading and public hearing on March 12th.

Respectfully submitted,

ane Mu

Dave Mingo, AICP Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Ordinance No. 1004.

I concur with this recommendation.

_____ I do not concur with this recommendation.

Amy Nelson, City Manager

Roll Call

ORDINANCE NO. 1004

AN ORDINANCE AMENDEDING CERTAIN LANGUAGE IN IDENTIFIED SECTIONS OF CHAPTER 17

BE IT ORDAINED, BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF YANKTON, SOUTH DAKOTA THAT:

Section 1.

Chapter 17 of the revised Code of Ordinances shall be amended as a means of allowing the City Manager to appoint staff support for the Plan Commission, changing the annual reorganization from May to June and allowing the Chairman of the Plan Commission to determine a meeting is not necessary if there are no requests for action to be considered. Identified language of Sections of Chapter 17 shall be amended as follows:

Sec. 17-22. - Organization.

Upon appointment, the city plan commission shall be called together by the mayor and shall organize by choosing from its members a chairman and a vice-chairman for a term of one (1) year, with eligibility for reelection, and may fill such other of its offices as it may create in a manner prescribed by its rules. Any qualified full-time city employee selected by a majority vote of the city plan commission the <u>City Manager</u> shall act as secretary of the city plan commission, but shall not be a member thereof. Annually, in the month of <u>May June</u>, the city plan commission shall choose its officers.

Sec. 17-23. - Meetings.

The city plan commission shall hold at least one (1) regular meeting each month, and may hold such additional or special meetings as it, in its discretion, may deem necessary. <u>However, the Chairman of the plan commission may determine that any monthly meeting is not necessary if there are no requests for action to be considered.</u>

Section 2. Saving Clause.

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

Section 3. Effective Clause.

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

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

Jake Hoffner, Mayor

Attest:

Al Viereck, Finance Officer

ORDINANCE NO. 1004

AN ORDINANCE AMENDEDING CERTAIN LANGUAGE IN IDENTIFIED SECTIONS OF CHAPTER 17

BE IT ORDAINED, BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF YANKTON, SOUTH DAKOTA THAT:

Section 1.

Chapter 17 of the revised Code of Ordinances shall be amended as a means of allowing the City Manager to appoint staff support for the Plan Commission, changing the annual reorganization from May to June and allowing the Chairman of the Plan Commission to determine a meeting is not necessary if there are no requests for action to be considered. Identified language of Sections of Chapter 17 shall be amended as follows:

Sec. 17-22. - Organization.

Upon appointment, the city plan commission shall be called together by the mayor and shall organize by choosing from its members a chairman and a vice-chairman for a term of one (1) year, with eligibility for reelection, and may fill such other of its offices as it may create in a manner prescribed by its rules. Any qualified full-time city employee selected by the City Manager shall act as secretary of the city plan commission, but shall not be a member thereof. Annually, in the month of June, the city plan commission shall choose its officers.

Sec. 17-23. - Meetings.

The city plan commission shall hold at least one (1) regular meeting each month, and may hold such additional or special meetings as it, in its discretion, may deem necessary. However, the Chairman of the plan commission may determine that any monthly meeting is not necessary if there are no requests for action to be considered.

Section 2. Saving Clause.

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

Section 3. Effective Clause.

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

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

Attest:

Jake Hoffner, Mayor

Al Viereck, Finance Officer

Memorandum No. 18-52

TO:	Mayor and City Commissioners
FROM:	Amy Nelson, City Manager An
RE:	Ordinance #1005 to Create Process to Cancel or Postpone Meeting
DATE:	March 7, 2018

Attached is an amendment to Ordinance 1005 relating to the scheduling of City Commission meetings.

Currently there is no process (other than the absence of a quorum) to cancel a meeting. This language allows for the City Manager to cancel a City Commission meeting in the event of inclement weather or to protect the public or City Commission's safety.

Recommendation: It is recommended that the City Commission approve the changes to Ordinance #1005 to include provisions for canceling City Commission meetings when specific conditions warrant cancellation.

Ordinance No. 1005

An Ordinance creating a process to cancel or postpone a regular or special meeting of the Board of Commissioners for the City of Yankton. Be it ordained that:

ARTICLE II. - BOARD OF COMMISSIONERS

DIVISION 2. MEETINGS

Sec. 2-31 shall be <u>amended to read</u> as follows:

Sec. 2-31 Regular Meetings.

- (a) The regular meetings of the Board of Commissioners shall be held at the Yankton Community Meeting Room located at the Technical Education Center at 1200 West 21st Street, on the second and fourth Mondays of each month at 7:00 p.m., or such room as the Board of Commissioners may designate by majority vote. At any meeting, the Board of Commissioners may change the date of any future regular meeting by majority vote.
- (b) The City Manager shall have the power and discretion to cancel any regular meeting of the Board of Commissioners due to inclement weather or for purposes of protecting the safety of the public, the City's employees, or the Board of Commissioners. The cancellation shall be posted upon the City's public website in a conspicuous place, and the Board of Commissioners and the local media shall be notified of the cancellation in a reasonably timely and convenient manner. If any regular meeting is canceled for any reason, the regular meeting may be rescheduled in the same manner as a special meeting may be called in accordance with State law and City ordinance. Notwithstanding the foregoing, in no event shall there be less than one regular meeting in any given month.

Sec. 2-32 shall be <u>amended to read</u> as follows:

Sec. 2-32 Special Meetings.

(a) Special meetings of the board of commissioners may be called by the mayor or by any two (2) commissioners at any time to consider such

matters as shall be mentioned in the call for the meeting. At any meeting, the Board of Commissioners may also schedule or change the date of any future special meeting by majority vote.

(b) The City Manager shall have the power and discretion to cancel any special meeting of the Board of Commissioners due to inclement weather or for purposes of protecting the safety of the public, the City's employees, or the Board of Commissioners. The cancellation shall be posted upon the City's public website in a conspicuous place, and the Board of Commissioners and the local media shall be notified of the cancellation in a reasonably timely and convenient manner. If any special meeting is canceled for any reason, the special meeting may be rescheduled in the same manner as a special meeting may be called in accordance with State law and City ordinance.

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

Jake Hoffner, Mayor

Attest:

Al Viereck, Finance Officer

To:Amy Nelson, City ManagerFrom:Todd R. Larson, Director of Parks, Recreation & City EventsDate:March 7, 2018Subject:Yankton Boys and Girls Club Bus Storage Request

The Yankton Boys and Girls Club has requested use of some parking space at the Parks Shop, 1900 Ferdig, to park a 68-passenger bus during the school year (please see attached agreement). The request is for the ability to plug the bus in also.

The City is willing to grant the Club a non-transferrable License to access and use the Licensed Premises to park and store the Club's bus. During the summer months (non-school year), the bus will be used by the Club and be parked at the Middle School Parking Lot.

The City has the right to direct where the Club will park and store the bus on the Licensed Premises.

The term of this agreement shall be for two (2) years. Upon the expiration of the initial term of this License, this License shall automatically renew for additional terms of two (2) years each unless either party notifies the other of intent to terminate.

Recommendation: It is recommended that the City Commission grant the City permission to enter into a written agreement with the Yankton Boys and Girls Club for bus storage at the Parks Shop.

Respectfully submitted,

Sod R Louson

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

_ I concur with this recommendation.

I do not concur with this recommendation.

Amy Nelson, City Manager

Roll call

LICENSE AGREEMENT

THIS LICENSE is effective the _____ day of _____, 2018, between the **City of Yankton**, a South Dakota municipality (the "City"), as Landlord, and **Boys & Girls Club of Brookings**, **SD**, **Inc.**, a non-profit corporation organized and existing under the laws of the State of South Dakota, (the "Club"), of Yankton, South Dakota, as Tenant:

BACKGROUND

1. City owns real property in and around the Department of Parks and Recreation Shop lot (the Licensed Premises) located at 1900 Ferdig Street, Yankton, South Dakota.

2. Club operates Boys & Girls Clubs in Brookings, Flandreau and Yankton, South Dakota and conducts related educational and recreational activities at various club sites.

3. Club owns a 62-passenger bus and would like to store the bus from time to time on the Licensed Premises.

4. City is willing to grant Club a non-transferrable License to access and use the Licensed Premises to park and store the Club's bus.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE LICENSE GRANT

1.1 **Premises**. City grants to Club a non-transferrable license for the Term to access and use adequate and appropriate space within the Licensed Premises to park and store Club's bus while not in frequent use during the school year. City has the right to direct where Club will park and store the bus on the Licensed Premises.

1.2 **Term of License/Options**. The term of this agreement shall be for two (2) years, commencing on March 1, 2018, and ending on February 28, 2020. Upon the expiration of the initial term of this License, this License shall automatically renew for additional terms of two (2) years each unless either party notifies the other of intent to terminate in writing no less than sixty (60) days prior to the end of the then-current term.

1.3 *License fee.* Club agrees to pay a License Fee to City in the amount of one dollar (\$1.00) on or before the beginning of each term.

1.4 *Termination*. The City may terminate this License Agreement upon thirty (30) day's prior notice to the Club if the City determines that the Club has misused the Licensed Premises or abused its license privileges granted herein in any way, or if the City determines that it has a need to use the bus parking space utilized by the Club for its own storage or operations and no suitable alternative suitable storage space is available.

SECTION TWO PERMITTED USE AND INDEMNIFICATION

2.1 *Permitted Use.* Club may use the Licensed Premises to park and store Club's bus during all times of the year, however, the bus will likely be off the Licensed Premises except during the school year. Club should contact Todd Larson or his successor to obtain access to the Licensed Premises for parking and storage.

2.2 *Other Use Not Permitted.* Club cannot use the Licensed Premises for purposes other than specified in this Agreement.

2.3 **Breach and Indemnification**. Club shall indemnify, defend, and hold City harmless from any and all claims and damages (including attorney fees and costs) arising from any breach or default in the terms of this License Agreement, or arising from any act, negligence, fault or omission of Club or Club's agents, employees, or invitees, and from and against any and all costs, attorneys fees, expenses and liabilities incurred on such claim or any action or proceeding brought on such claim. No indemnification is required, however, with respect to losses or liabilities arising by reason of the negligence of the City or the City's agents. The Club recognizes that the City provides no insurance coverage for any casualty or loss of Club vehicles or property.

SECTION THREE ACCESS

3.1 *Access*. City and its agents shall have the right to require Club move its Bus within or off of the Licensed Premises at reasonable times for any purpose reasonably connected with the City's use of the Licensed Premises.

SECTION FOUR MISCELLANEOUS PROVISIONS

4.1 *Amendment and Modification*. This Agreement may be amended, modified or supplemented only by a written agreement signed by the City and the Club.

4.2 *Time*. Time is of the essence of this License Agreement.

4.3 *Waiver*. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

4.4 *Parties in Interest*. No provision in this Agreement shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

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4.5 *Savings Clause*. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

4.6 *Governing Law*. This Agreement and all obligations created by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota.

4.7 *Titles and Captions*. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

4.8 *Entire Agreement*. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

4.9 *Notice*. Any notice required by this Agreement shall be sent by electronic or registered mail, postage prepaid, at the address last furnished by the other party.

4.10 *Binding Effect*. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

4.11 *Execution of Agreement*. Each party has been given the reasonable opportunity to obtain independent legal counsel for advice and representation in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of either of the parties. The parties acknowledge that they have read and understood this Agreement and its legal effect.

Dated this ____ day of _____, 2018.

Dated this _____day of _____, 2018

BOYS & GIRLS CLUB OF BROOKINGS, SD, INC. **CITY OF YANKTON**

By: , Board President

By:_____,____

To:Amy Nelson, City ManagerFrom:Bradley Moser, Civil EngineerSubject:2018 Bridge Re-inspectionsDate:March 5, 2018

The City of Yankton has been notified by the South Dakota Department of Transportation (SDDOT) that City owned bridges are due for inspection this year. The Federal Highway Administration requires that all bridges be inspected at least every two (2) years. Also required is that reinforced concrete box culverts (RCBC), which meet specific criteria, be inspected at intervals not to exceed four years. The City has eleven (11) structures that need to be re-inspected this year.

In an effort to assist Cities in securing Federal funds for bridge inspection, the SDDOT has undertaken competitive negotiations with several consulting engineering firms. A list of firms, that have been qualified to sign retainer agreements, has been compiled. Included on the list is Banner Associates, Inc. Although we have never contracted with them to complete bridge inspections, we have worked with Banner Associates, on other projects for the City of Yankton. City staff was pleased with their performance and would recommend utilizing their services for the 2018 bridge inspections.

The Federal Highway Administration will pay 80% of the cost associated with inspecting the structures. The remaining 20% will be the responsibility of the City of Yankton. The 20% City match has typically been less than \$1000.00.

In order to utilize Federal Bridge Replacement Funds and to hire Banner Associates, Inc., from the State contract list, the City needs to indicate, in a resolution to the South Dakota Department of Transportation, the firm the City chooses to use and a pledge to provide the 20% local match.

Attached is Resolution #18-13, which would authorize the State to issue a work order to Banner Associates, Inc., to proceed with inspection of City owned bridge structures, as stated in Memorandum #18-45. It is recommended that Resolution #18-13 be approved.

Respectfully submitted,

Brudly Mosci

Bradley Moser, Civil Engineer

Roll call

Recommendation: It is recommended that the City Commission approve Resolution #18-13, which would authorize the State to issue a work order to Banner Associates, Inc. to proceed with inspection of City owned bridge structures as stated in Memorandum #18-45.

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

Amy Nelson City Manager

cc: Adam Haberman file

RESOLUTION #18-13

BRIDGE RE-INSPECTION PROGRAM RESOLUTION FOR USE WITH SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION (SDDOT) **RETAINER CONTRACT**

WHEREAS, Title 23, Section 151, United States Code and Title 23, Part 650, Subpart C, Code of Federal Regulations, requires initial inspection of all bridges and re-inspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are re-inspected at intervals not to exceed four years.

THEREFORE, the City of Yankton is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City of Yankton requests SDDOT to hire Banner Associates, Inc. (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City of Yankton will be responsible for the required 20% matching funds.

Dated this day of , 2018, at Yankton, South Dakota.

Adopted:

Jake Hoffner Mayor City of Yankton

ATTEST:

Al Viereck **Finance Officer**

To:Finance OfficerFrom:Deputy Finance OfficerDate:March 2, 2018Subject:Municipal Election Board

South Dakota Codified Law 9-13-16.1 requires that the governing body shall appoint a minimum of two deputies and one superintendent for each precinct and set the compensation to be paid.

I recommend the following election workers to be appointed to serve for the City of Yankton Municipal Election to be held on April 10, 2018.

<u>VOTE CENTER I</u> Julie Blunck - Superintendent Janet Moderegger - Deputy Sharon Fiedler - Deputy Malena Diede - Deputy Bob (Wayne) Diede – Deputy

<u>VOTE CENTER 3 (ABSENTEE)</u> Sandy Skinner Myrna Hunhoff <u>VOTE CENTER 2</u> Carol Peterson - Superintendent Flora Jean Knodel - Deputy Elaine Harty – Deputy Nora Lee - Deputy JoAnn Huitema - Deputy

Vote Center Reserve List Nancy Fisher Paula Hallberg Nancy Nissen

I recommend that compensation be set at \$170.00 for the Superintendents and \$160.00 for the Deputies, with an additional \$15.00 for those attending the Poll Worker Training and Election School.

ON Nunil

Al Viereck Finance Officer

To:City CommissionFrom:Finance OfficerDate:3/7/2018Subject:Mayor's Appointments to Consolidated Board of Equalization

The Yankton County Commission, Yankton City Commission, and the Yankton School Board have, by resolution, formed a Consolidated Board of Equalization to hear valuation, classification, and assessment questions and appeals. The Consolidated Board will be comprised of the five Yankton County Commissioners, three members of the Yankton City Commission (Charlie Gross, Craig Sommer, and Dave Carda served in 2017 with Tony Maibaum as the alternate) and one member of the Yankton School Board.

The board shall meet annually on April 27, 2018 at 12:00 noon and continue in session, adjourning from time to time, until all properly filed appeals have been determined and equalization is completed. The board shall remain in session no longer than three weeks after the second Tuesday of April (SDCL 10-11-71). Municipal board members may participate and vote only in the equalization of property within the boundaries of the City's taxing district.

The Mayor, at this Commission Meeting, shall appoint three commissioners to serve on this Consolidated Board of Equalization. The action then needs to be approved by the City Commission.

Thank you,

A Munit

Al Viereck Finance Officer

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

GMU

Amy Nelson, City Manager

To:Amy Nelson, City ManagerFrom:Todd Larson, Director of Parks, Recreation & City EventsSubject:South Dakota Kayak Association camping in Riverside Park on May 25Date:March 7, 2018

Jarett Bies, organizer for the South Dakota Kayak Association is requesting camping in Riverside Park for the annual South Dakota Kayak Challenge which is set for May 25-26. The South Dakota Kayak Challenge is a marathon-endurance paddling race. It is being organized by the South Dakota Kayak and Canoe Association. For more information about the race please visit <u>http://sdkayakchallenge.org</u>

Racers will face 72 miles on the Missouri National Recreational River, starting in history-rich Yankton, S.D., and ending in less than 30 hours in South Sioux City, Nebraska. The race has had over 180 racers the past couple of years.

The start of the race will be on Saturday, May 26, at 7 a.m. on the sandy shore by the floating dock (south of the Capitol Replica) in Riverside Park.

The race organizers are requesting the City Commission allow tent camping in Riverside Park on the Friday night before the race. The group will be renting the Capitol Building as a shelter location in case there are weather issues during the evenings. This is the same request as in the other years.

The camping area will be limited to the grass area in front of the Capitol Replica and spreading to the east as numbers dictate. There were no issues with park campers in the previous years.

Mr. Bies is aware of the closure of the parking lot for this event. Mr. Bies has confirmed that they will have the campers unload kayaks on Levee and park in the East parking lot or in the public parking lot behind Hatch Furniture.

Recommendation: It is recommended that the Commission allow camping in Riverside Park on Friday night, May 25, for the South Dakota Kayak Association event.

Respectfully submitted,

Sod R Lawson

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

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

Amy Nelson, City Manager

Roll call

To:Amy Nelson, City ManagerFrom:Todd R. Larson, Director of Parks, Recreation & City EventsDate:March 7, 2018Subject:Jacobsen Greens King IV Plus Golf Course Mower

The City of Yankton participates in the cooperative purchasing agreements through its membership in the **National Joint Powers Alliance (NJPA)**. These cooperative purchasing agreements were established through a competitive bidding process.

The golf course would like to purchase a Jacobsen Greens King IV Plus mower for \$25,692.00. The mower that will be replaced was purchased in 2003. The adopted replacement plan for a greens mower is five (5) years so the mower should have been replaced in 2008. The course historically has used the older greens mowers as tee box mowers after new greens mowers are purchased.

There is \$27,000 budgeted to replace the greens mower.

Each year the golf capital improvement plan budget is adjusted based on priority needs determined by the course maintenance staff.

Recommendation: It is recommended that the City Commission allow Fox Run Golf Course to purchase the Jacobsen Greens King IV Plus mower for \$25,692.00.

Respectfully submitted,

Sodd R Louson

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

 \square I concur with this recommendation.

I do not concur with this recommendation.

Amy Nelson, City Manager



Eagan, MN - Johnston, IA - Sioux Falls, SD - Omaha, NE - St Louis, MO

Equipment Quote

Customer Nam	ie	Fox Run Golf Course	Da	ite	2/2/18		
Account Number Contact Person Phone Number Mobile Number Fax Number				ip Address	600 W 27th St		
			City State		Yankton SD		
			En	nail Address	5.63		
			PO Number Deliver Date				Salesman Special Terms
MODEL #	QTY	PRODUCT DESCRIPTION		UNIT PRICE	TO	TAL	
062306	1	Jacobsen Greens King IV Plus	\$	25,692.00	\$	25,692.00	
	-	Vanguard Gas engine, power steering					
062848		TrueSet Cutting Unit 22" 15 Blade RH		Included		Included	
052847 068614	1	TrueSet Cutting Unit 22" 15 Blade LH 22" Grooved Machined Alum, Rollers		Included Included		Included Included	
	638	Notes		Subtotal Sales Tax TOTAL		25,692.00	
Ар	oplic	able Taxes Not Included					
				J/	A Textron Co	E M Sompany	

To:	City Commission
From:	Finance Officer
Date:	3/7/2018
Subject:	Supporting Resolution #18-14 Raising Delinquent Utility Fees

Commissioner Tony Maibaum has requested the Finance Office bring forth a Resolution proposing an increase to our delinquent utility charges. He recently had a discussion with our Utility Accounting Clerks about our fees and how long it has been since we last had an increase. The last increase in the delinquent utility charges took effect on January 1, 2007 when it went from \$5.00 to \$10.00. The Finance Officer list serve asks frequently what other Cities charges for this fee and the answers vary from \$5.00 to \$30.00 with the average being approximately \$20.00.

At the time of this last increase (January 1, 2007) we also set fees for:

- turning water back on for utility shut-offs at \$45.00
- hourly service calls for frozen meters at \$45.00 hourly service call fee during normal working hours and \$60.00 per hour for other times, plus actual cost of any materials needed
- turning water on or getting a reading to change an account from one name to another at \$25.00
- hydrant meter fees at \$25.00 a month plus the normal usage fee

Commissioner Maibaum requested that the fees be proposed as a <u>range</u> with the City Commission discussing and setting the rates within the proposed ranges.

It is recommended that the Commission discuss the ranges and adopt Resolution #18-14 with a set amount for each fee to be effective June 1, 2018.

Thank you,

21 Munit

Al Viereck Finance Officer

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

Amy Nelson, City Manager

RESOLUTION #18-14

WHEREAS, the City of Yankton has determined that it is necessary to adjust certain fees for Utility users, and

WHEREAS, the city of Yankton last adjusted these fees on January 1, 2007, and

WHEREAS, the City Commission has discussed these fees,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners:

That the following municipal service fees be adopted;

- 1. Delinquent Account late fees from the current \$10.00 to (range of \$15.00 \$30.00) \$_____
- Turning water back on for utility shut-offs from the current \$45.00 to (range of \$50.00 \$65.00) \$_____
- 3. Hourly service call fees from the current \$45.00 hourly service call fee during normal working hours and \$60.00 per hour for other times, plus actual cost of any materials needed to (range of \$50.00 \$60.00 hourly service call fee during normal working hours, plus actual cost of any materials needed and range of \$65.00 \$80.00 per hour for other times, plus actual cost of any materials needed to)

Normal working hours fee \$_____

Other hours fee \$_____

- 4. Turning water on or getting a reading to change an account form one name to another from the current fee of \$25.00 to (range of \$30.00 \$40.00) \$
- 5. Hydrant meter fees from the current \$25.00 a month plus customary usage fees to (range of \$50.00 \$75.00 plus customary usage fees) \$_____
- 6. These fees shall be effective June 1, 2018.

Adopted:

Jake Hoffner, Mayor

ATTEST:

Al Viereck, Finance Officer

To:Amy Nelson, City ManagerFrom:Adam Haberman, PE, Public Works DirectorSubject:Pipeline License Agreement with BNSFDate:March 8, 2018

Attached is a Pipeline License Agreement with BNSF Railway Company that is in regards to the TAP Trail Agreement that the City has with the State of South Dakota. The proposed TAP trail will cross the BNSF right-of-way at the West City Limits Road rail crossing location. The existing BNSF right-of-way acts as a drainage ditch for storm water drainage. A 30-inch reinforced concrete pipe will need to be installed in the right-of-way for the trail to cross the ditch. BNSF requires the City to obtain a BNSF Pipeline License to place the pipe in their right-of-way. In order for the State to proceed in preparing the project for bid letting, we must execute this Agreement with BNSF. This is the first of two Agreements that will need to be executed on fulfilling the requirements with BNSF. The second Agreement, for the pedestrian rail crossing, has not been finalized by BNSF and will come before the City Commission at a future meeting.

Respectfully submitted,

Adam Haberman, PE Public Works Director

Recommendation: It is recommended that the City Commission approve the attached Pipeline License Agreement and authorize the City Manager to enter into the Agreement with BNSF, as detailed in Memorandum #18-53.

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

Amy Nelson

Amy Nelson City Manager

Roll call

PIPELINE LICENSE

(SOUTH DAKOTA UTILITY)

THIS PIPELINE LICENSE ("License") is made to be effective _____, 2018 (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and CITY OF YANKTON, a South Dakota, ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

- 1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) steel pipeline, thirty (30") inches in diameter (the "Pipeline"), across or along Licensor's rail corridor at or near the station of Yankton, County of Yankton, State of SD, Line Segment 2001, Mile Post 577.64 as shown on the attached Drawing No. 71605, dated January 12, 2018, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises").
- 2. <u>Term</u>. This License shall commence on the Effective Date and shall continue as a permanent use right, unless otherwise terminated as provided for herein.
- 3. <u>Existing Improvements</u>. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
- 4. <u>Use of the Premises</u>. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry storm water drainage, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
- 5. <u>Alterations</u>. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

- 6. <u>License Fee</u>. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount of Seven Hundred, Fifty and No/100 Dollars (\$750.00) as compensation for the use of the Premises. Notwithstanding the foregoing, however, Licensor and Licensee acknowledge and agree that Licensee shall not be required to pay to Licensor the aforementioned compensation when the Line is located within a section line, public road or highway, public streets, alleys or public grounds (as defined by South Dakota law).
- Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

- 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging **costs** shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.
- 8. <u>Payment Terms</u>. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

- 9. <u>Reserved Rights of Use</u>. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
- 10. <u>Right to Require Relocation</u>. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

- 11. Construction and Maintenance of the Pipeline.
 - 11.1 Licensee shall notify Licensor's Roadmaster, Richard.Woodside@BNSF.com or 605-373-4310, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for

any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.

- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation

provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

- 13. Liability and Indemnification.
 - 13.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
 - 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
 - 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
 - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
 - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 - 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
 - 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
 - 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
 - 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR

RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
- 14. <u>Personal Property Risk of Loss</u>. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
- 15. <u>Insurance</u>. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 <u>Commercial General Liability Insurance</u>. This insurance shall contain broad form contractual liability with a combined minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$2,000,000 but in no event shall less than the amount otherwise carried by Licensee.

Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 <u>Business Automobile Insurance</u>. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- 15.3 <u>Workers' Compensation and Employers' Liability Insurance</u>. This insurance shall include coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 <u>Railroad Protective Liability Insurance</u>. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required.

The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,899.00.

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy.
- 15.5 Intentionally deleted.
- 15.6 Other Requirements:
 - 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
 - 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensee's owned or leased property, or property under Licensee's care, custody, or control.
 - 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
 - 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
 - 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
 - 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
 - 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "*www.BNSFcontractor.com*" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit

Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

- 18. <u>No Warranties</u>.
 - 18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - 18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.
- 19. <u>Disclaimer of Warranty for Quiet Enjoyment</u>. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.
- 20. <u>Eviction at Risk of Licensee</u>. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

- 21. <u>Liens and Charges</u>. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
- 22. <u>Taxes</u>. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. <u>Default and Termination</u>. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
 - 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
 - 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the **"Restoration Obligations"**), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts,

omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. <u>Successors and Assigns</u>. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity

directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

- 26.4 The provisions of this Section 26 shall survive the expiration or earlier termination of this License.
- 27. <u>Notices</u>. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor:	Jones Lang LaSalle Brokerage, Inc. 4200 Buckingham Road, Suite 110 Fort Worth, TX 76155 Attn: Permits/Licenses
with a copy to:	BNSF Railway Company 2500 Lou Menk Dr. – AOB3 Fort Worth, TX 76131 Attn: Senior Manager Real Estate
If to Licensee:	City of Yankton 416 Walnut St. Yankton, SD 57078

- 28. <u>Survival</u>. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
- 29. <u>Recordation</u>. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
- 30. <u>Applicable Law</u>. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
- 31. <u>Severability</u>. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
- 32. <u>Integration</u>. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

- 33. <u>Joint and Several Liability</u>. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
- 34. <u>Waiver</u>. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
- 36. <u>Counterparts</u>. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
- 37. <u>Licensor's Representative</u>. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc. 4200 Buckingham Road, Suite 110 Fort Worth, TX 76155

b <i>j</i> .

Name:	Shane I	Krueger		
Name:	Shane I	Krueger		

Title: Vice President

Date: _____

LICENSEE:

CITY OF YANKTON

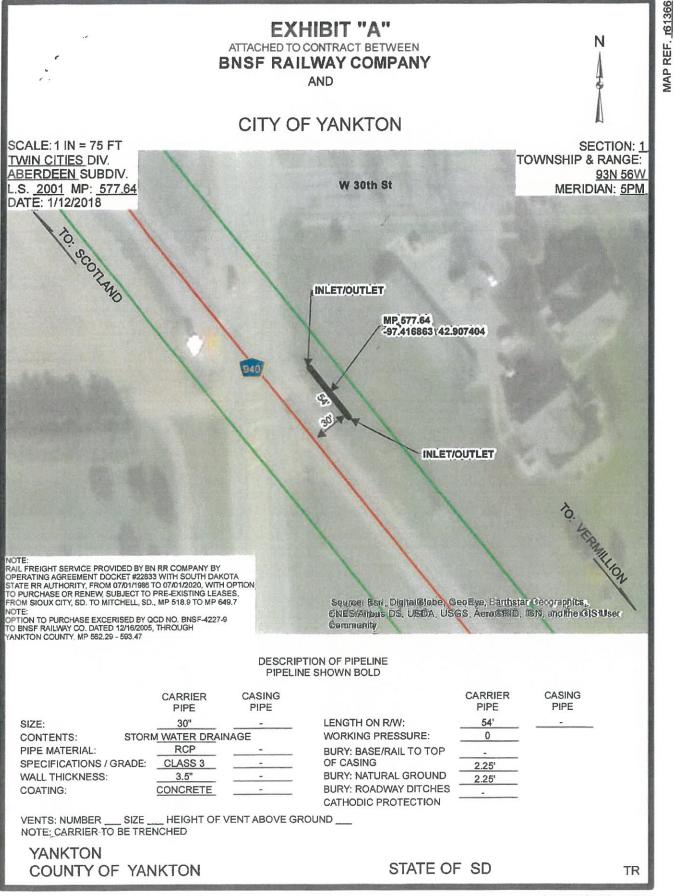
416 Walnut St. Yankton, SD 57078

Ву: _____

Name: _____

Title: _____

Date: _____



DRAWING NO. 71605

Memorandum #18-54

To:Amy Nelson, City ManagerFrom:Adam Haberman, PE, Public Works DirectorSubject:Pine Street Bridge Bid ResultDate:March 8, 2018

The South Dakota Department of Transportation (SDDOT) received bids for the replacement of the Pines Street Bridge on March 8, 2018. The Engineer's estimate for the project is \$1,373,810.20. Swingen Construction Company of Fargo, North Dakota submitted the low bid in the amount of \$1,709,466.10, which is \$335,655.90 above the Engineer's Estimate. The SDDOT indicated that the bids received were generally in line with each other. The higher bid amounts may be due to the added architectural and historic features as well as working with projected estimates from 2016.

In April, 2016, the City was awarded \$854,904.60 BIG Grant funding for the bridge replacement project with the City portion of the project to be \$645,936.40, for a total project cost of \$1,500.841.00. The BIG Grant award amounts are capped each year, so the \$854,904.60 award is the most grant money the City can receive for the project.

The current City portion of the project, with construction engineering fees, is estimated to be \$888,750.82, which is \$242,814.42 higher than the 2016 estimated portion of the project. Staff feels the additional funds should be pulled from the current capital budget and the project should move forward for 2018 construction.

Respectfully submitted,

Adam Haberman, PE Public Works Director

Recommendation: It is recommended that the City Commission approve moving forward with the Pine Street Bridge replacement project as outlined in Memorandum#18-54.

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

mul

Amy Nelson City Manager

Roll call

ZONING BOARD OF ADJUSTMENT YANKTON, SOUTH DAKOTA FEBRUARY 26, 2018

Regular meeting of the Zoning Board of Adjustment of the City of Yankton was called to order by Mayor Hoffner at 7:21pm.

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

Action 18-68

Moved by Commissioner Moser, seconded by Commissioner Carda, to approve the Minutes of the regular meeting of January 22, 2018.

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

Action 18-69

Commissioner Gross introduced and lead the first reading of Memorandum 18-37, considering a variance request and set March 12, 2018 as the date of the second reading and public hearing.

Action 18-70

Moved by Commissioner Johnson, seconded by Commissioner Knoff, to adjourn the Zoning Board of Adjustment.

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

Jake Hoffner Mayor

ATTEST:

Al Viereck Finance Officer

Second Reading and Public Hearing

Memorandum #18-48

To:	Amy Nelson, City Manager
From:	Dave Mingo, AICP Community and Economic Development Director
Subject:	Zoning Board of Adjustment Hearing on Planning Commission Action
Ū	Dave Mingo, AICP Community and Economic Development Director Zoning Board of Adjustment Hearing on Planning Commission Action Musy Number 18-06.
Date:	March 01, 2018

REQUEST FOR VARIANCE TO ZONING REGULATIONS

ACTION NUMBER: 18-06

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Darwin Tessier.

ADDRESS / LOCATION: 2831 Mary Street.

PROPERTY DESCRIPTION: The South 67 feet of Lot 2, Block 10, Willow Ridge Subdivision in the City of Yankton, South Dakota.

ZONING DISTRICT: R-3 Two Family Residential in the Willow Ridge Planned Unit Development.

VARIANCE REQUEST: The proposal constitutes two variance requests. Enclosing the deck would by definition change it from a deck to a house addition which would encroach in the rear yard setback and make the structural coverage of the property exceed the maximum allowed in the zoning district. Therefore, the two issues are:

- 1. The proposal would establish the addition at 18 feet from the rear lot line. The required rear yard setback in the district is 25 feet.
- 2. The proposal would create a situation where the maximum lot coverage on the site is exceeded. Although the amount is minimal, it would cover 35.9 percent of the lot. The coverage allowed is 35 percent.

PREVIOUS ACTION: This address is the genesis of an ordinance amendment that currently allows rear yard decks to extend into the required rear yard setback. Mr. Tessier's request in 2013 was the reason a section of the ordinance was rewritten to allow rear yard decks, with a roof or shade feature, to extend to a point within 10 feet of the rear lot line while not counting against the structural lot coverage area. The Building

_ Roll Call

Code requires railings around any deck 30 inches or higher above the adjacent grade. The combination of the provisions in the current Zoning Ordinance and Building Code establish the regulations that allowed Mr. Tessier to build his rear yard deck as it currently exists, in compliance with all applicable regulations.

COMMENTS: The provisions of the applicable ordinances make the requirements for improvements to a rear yard deck very clear. Enclosing the current covered deck by adding windows is not permitted because it would change the classification of the improvement from a rear yard deck to a house addition. The purpose and discussion associated with the ordinance amendment in 2013 allowing rear yard decks to extend into the required rear yard setback centered around decks being considered open space and therefore part of the yard rather than the structure.

The level of improvement that Mr. Tessier has made to date is allowed by ordinance. To the eye, it appears that it may already be a home addition or extra room in the house. However, when applying ordinances uniformly across the community, we must rely on technical definitions that are included in code. Considering the ordinances involved, enclosing the deck with windows effectively changes the classification of the improvement to a home addition.

In the past when the City has considered issues like this we have discussed whether or not we should change the ordinance for all property rather than granting a special privilege for one property owner. On many occasions, like rear yard decks or corner lot rear yard setbacks, the Planning Commission and City Commission have amended the ordinance as it applies to all rather than granting variances for individual property owners. Staff does not feel that an ordinance amendment is an option in this instance. Changing the code to reduce rear yard setbacks everywhere would dramatically impact the open space in the community. It would also create a situation where people that have investments in their property could argue that the City has not protected their investment.

This situation essentially leaves the City with one path of consideration for the Tessier proposal and that is to consider a variance as the owner has presented. Mr. Tessier has constructed a very nice deck with permitted roof and rail that meets the current code.

Proof of hardship is the test that must be passed when considering a variance request. The below Section 27-11-2 of the code describes the parameters under which variances are considered by the City. The applicable section of the city code states the reason for granting a variance to be:

(2) The board shall be satisfied by the evidence heard before it that the granting of any variance permitted in SDCL will alleviate a hardship approaching confiscation as distinguished from special privileges sought by the owner, and be the minimum variance that will afford relief to the property owner.

Roll Call

The applicable section of SDCL related to granting a variance states:

11-6-25. Board of adjustment to consider variances in hardship cases--Municipal planning and zoning adjustment provisions apply. The city council may provide for a board of adjustment, or may authorize the planning and zoning commission to serve as a board of adjustment to make special exceptions or grant variances to the regulations adopted under § 11-6-24 in specific cases, in order that unwarranted hardship, which constitutes an unreasonable deprivation of use as distinguished from the mere grant of a privilege, may be avoided.

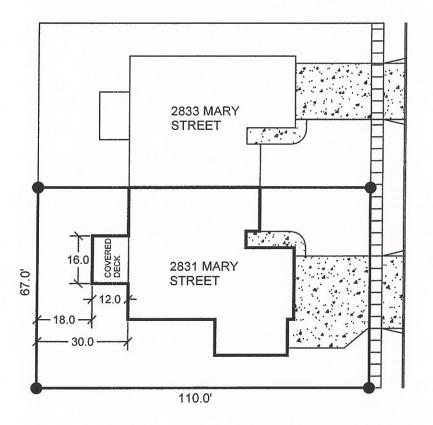
City staff has not been contacted by anyone subsequent to sending out the notice for the Planning Commission meeting.

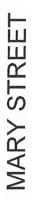
Staff recommends that the variance request be denied.

HEARING SCHEDULE:

February 13, 2018:	Planning Commission hears testimony and makes a recommendation to the Zoning Board of Adjustment.
February 26, 2018:	Zoning Board of Adjustment sets March 12, 2018 as the date for a public hearing to consider the variance.
March 12, 2018:	Zoning Board of Adjustment hears testimony and makes final decision. Granting of a variance requires a vote of at least two-thirds of the Board.

Planning Commission results: The Planning Commission unanimously recommended that the proposed variance be denied.







2831 MARY STREET LEGAL: S. 67' LOT 2, BLOCK 10 WILLOW RIDGE SUBDIVISION

LYON'S LANE 2831 MARY STREET 18' 10 (TED) DARWIN & LAVILA T LEGAL: S 67' LOT, L WILLOWRIDGE S/D 2831 MARY STREET

Variance Location Map 2831 Mary Street

Variance Request - 2831 Mary Street View from South Looking North



North

Variance Request - 2831 Mary Street Landscape View from West Looking East







