



CITY OF YANKTON

2018_06_11

COMMISSION MEETING



Mission Statement

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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, June 11, 2018

City of Yankton Community Meeting Room

Located at the Career Manufacturing Technical Education Academy formerly known as Technical Education Center • **1200 W. 21st Street • Room 114**

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

I. ROUTINE BUSINESS

1. **Roll Call**
2. **Approve Minutes of regular meeting of May 29, 2018 and Work Session of May 29, 2018**
Attachment I-2
3. **Schedule of Bills**
Attachment I-3
4. **City Manager’s Report**
Attachment I-4
5. **Public Appearances**

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

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

1. **CIP Budget Workshop Meeting Dates**
Consideration of Memorandum #18-119 regarding setting CIP Budget workshop meeting dates on June 18 & June 19 if necessary
Attachment II-1
2. **Transient Merchant License**
Consideration of Memorandum #18-112 recommending approval of the application from Martha’s Crafts:
A) Transient Merchant License from June 12, 2018 – July 11, 2018
Attachment II-2

3. Transient Merchant License

Consideration of Memorandum #18-113 recommending approval of the application from Martha's Crafts:

A) Transient Merchant License from August 1, 2018 – August 31, 2018

Attachment II-3

4. Possible Quorum Event

June 25, 2018, for Environmental Assessment Hearing for Chan Gurney Airport Apron and Hangar Relocation Project, no official commission action

5. Transient Merchant License

Consideration of Memorandum #18-122 recommending approval of the application from Meridian District:

A) Transient Merchant License from July 28, 2018

Attachment II-5

6. Establish public hearing for sale of alcoholic beverages

Establish June 25, 2018, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 21, 2018, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Attachment II-6

7. Establish public hearing for sale of alcoholic beverages

Establish June 25, 2018, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 28, 2018, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Attachment II-7

8. Possible Quorum Event

June 19, 2018, for Ag Gala, no official commission action

9. Possible Quorum Event

June 14, 2018, for Governor McMaster Memorial Plaque unveiling ceremony, no official commission action

III. OLD BUSINESS

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

1. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #18-107 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, July 3, 2018, from Capitol Street Pub, (Garrett Horn, President), 3rd Street between Walnut and Douglas, Yankton, S.D.

Attachment III-1

2. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #18-108 regarding the request for a Special Events (on-sale) Liquor License for 1 day, June 19, 2018, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), d/b/a Rounding 3rd Bar and Casino, Yankton Ice Arena, 901 Whiting Drive, Yankton, S.D.

Attachment III-2

3. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #18-109 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, October 20, 2018, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Attachment III-3

4. Public hearing for transfer of ownership

Consideration of Memorandum #18-110 regarding the request for a transfer of ownership of a Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from Xtreme, Inc. (Jeff Koster, President) dba Gramps to Arrowhead Holdings, LLC (Rick Daugherty, Member) dba Gramps, 700 East 4th Street, Yankton, S.D.

Attachment III-4

5. Public hearing - Administrative Inspections

Public hearing – 2nd reading of Ordinance #1008, regarding an Ordinance Amendments: Administrative Inspections and Warrants

Attachment III-5

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

IV. NEW BUSINESS

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

1. Meridian District- Special Events Parking Request

Consideration of Memorandum #18-118 and Resolution #18-36 regarding request by Meridian District for Special Events Parking Ordinance #933 to be in place during 3rd on 3rd event on July 3, 2018 and suspension of alcohol Consumption

Attachment IV-1

2. Special Events Dance License

Consideration of Memorandum #18-116 recommending approval of the application from Meridian District:

A) Special Events Dance License for July 3, 2018

Attachment IV-2

3. Harvest Halloween - Special Events Parking Request

Consideration of Memorandum #18-117 and Resolution #18-37 regarding request by Harvest Halloween for Special Events Parking Ordinance #933 to be in place during Harvest Halloween Event on July 27-28, 2018

Attachment IV-3

4. **Agreement between City of Yankton & Monica Iverson**
Consideration of Memorandum #18-121 regarding Agreement between Monica Iverson and the City of Yankton
Attachment IV-4
5. **BID Board Expenditure Recommendation - NFAA**
Consideration of Memorandum #18-100 regarding Business Improvement District #1 Board of Director's Expenditure recommendation, final expenditure for the National Field Archery Association Building Expansion Project
Attachment IV-5
6. **BID Board Expenditure Recommendation – Mount Marty College**
Consideration of Memorandum #18-101 regarding Business Improvement District #1 Board of Director's Expenditure recommendation for the Mount Marty College Fieldhouse
Attachment IV-6
7. **Introduction and First Reading – Sales Tax**
Introduction, first reading of Ordinance #1009, the first reading and establishing June 25, 2018, as the date for the second reading and public hearing regarding the Sales Tax Amendment Ordinance
Attachment IV-7
8. **Funding Request – Heartland Humane Society**
Consideration of Memorandum #18-114 regarding Funding Request from Heartland Humane Society
Attachment IV-8
9. **Mayor's Appointments of City Commissioners to City Advisory Boards and Commissions**
Consideration of Memorandum #18-111 recommending approval of the Mayor's appointments of City Commissioners to various City Advisory Boards and Commissions
Attachment IV-9
10. **Permissive Use of Right of Way for Walnut Street**
Consideration of Memorandum #18-123 and Resolution #18-38 regarding Permissive Use of Right-of-Way for Walnut Street
Attachment IV-10
11. **Swing King / Shark Experience – Fox Run Golf Course**
Consideration of Memorandum #18-115 regarding Swing King game of chance for the Shark Experience carts at Fox Run.
Attachment IV-11
12. **Strategic Planning**
Consideration of Memorandum #18-120 regarding Strategic Planning
Attachment IV-12

13. License for Bicycle Path/Pedestrian Walkway with Burlington Northern Santa Fe Railroad

Consideration of Memorandum #18-125 authorizing the City Manager to enter into a License for Bicycle Path/Pedestrian Walkway with Burlington Northern Santa Fe (BNSF) Railroad

Attachment IV-13

14. Change Order – Pine Street Bridge

Consideration of Memorandum #18-126 regarding Change Order Number 1 for the Pine Street Bridge Project

Attachment IV-14

V. 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.

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

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

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

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

VII. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VIII. ADJOURN THE MEETING OF JUNE 11, 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
May 29, 2018**

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

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

Action 18-154

Moved by Commissioner Gross, seconded by Commissioner Hoffner, to approve the Minutes of the regular meeting of May 14, 2018.

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

Mayor Johnson read the proclamations for the Mental Wellness Conference and the General Aviation Appreciation Month.

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

There were no public appearances.

Action 18-155

Moved by Commissioner Maibaum, seconded by Commissioner Carda, that the following items on the Consent Agenda be approved.

1. Establish public hearing for sale of alcoholic beverages
Establish June 11, 2018, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, July 3, 2018, from Capitol Street Pub, (Garrett Horn, President), 3rd Street between Walnut and Douglas, Yankton, S.D.
2. Establish public hearing for sale of alcoholic beverages
Establish June 11, 2018, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for 1 day, June 19, 2018, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), d/b/a Rounding 3rd Bar and Casino, Yankton Ice Arena, 901 Whiting Drive, Yankton, S.D.
3. Establish public hearing for sale of alcoholic beverages
Establish June 11, 2018, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, October 20, 2018, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
4. Establishing public hearing for transfer of ownership
Establish June 11, 2018, as the date for the public hearing on the request for a transfer of ownership of a Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019,

from Xtreme, Inc. (Jeff Koster, President) dba Gramps to Arrowhead Holdings, LLC (Rick Daugherty, Member) dba Gramps, 700 East 4th Street, Yankton, S.D.

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

Action 18-156

This is the time and place for the public hearing on the applications for renewal of Malt Beverage Licenses for the 2018-19 licensing period. No one was present to speak for or against approval of the license applications. (Memorandum 18-97)

Moved by Commissioner Ferdig, seconded by Commissioner Carda, to approve renewal of the following licenses:

RETAIL (ON-OFF SALE) MALT BEVERAGE:

Hanten, Inc. dba Ben’s Brewing Company, 222 West 3rd St; IHAH, LLC dba Big River Burrito Company, 100 Douglas Ave; Boomers, Inc., dba Boomers Lounge, 100 East 3rd St; ADDAR INC dba Broadway Inn, 1210 Broadway; YC Library, LLC dba Capitol Street Pub, 401 Capitol St; Casey's Retail Company, dba Casey's General Store No.2268, 1000 Broadway; Casey's Retail Company, Inc., dba Casey's General Store No.2260, 608 E. 8th St; Casey's Retail Company, Inc., dba Casey's General Store No.1123, 515 West 4th St; Chuck Stop, LLC dba Charlie's Pizza House, 804 Summit St; Cheers Bar & Grill, LLC dba Cheers Bar & Grill, 310 Walnut St.; Chuck Stop, LLC dba Chuck Stop, 800 Summit Street; Cork 'N Bottle, Inc., dba Cork 'N Bottle, 1500 Broadway; Czechers, Inc., dba Czechers, Inc., 407 Walnut St.; Diggers Inc., dba Diggers Casino, 2020 Elm St. No.7; East Eight, LLC, dba EconoLodge, 611 West 23rd St.; El Tapatio Family Mexican Restaurant, Inc., dba El Tapatio Family Mexican Restaurant, 2502 Fox Run Parkway; City of Yankton, dba Fox Run Golf Course, 600 West 27th St.; The Fox Stop, Inc. dba The Fox Stop, 1316 W. 30th St.; JAY AMBE-8, LLC dba Freedom Valu Center, 301 Broadway; JAY AMBE-8, LLC dba Freedom Valu Center, 301 Broadway; Fryn’ Pan of Yankton, Inc., dba Fryn’Pan Family Restaurant, 502 West 21st St.; Xtreme, Inc., dba Gramps, 700 East 4th St.; Allison A. Gullikson dba Happy Hourz, 311 Douglas Ave.; SYMS, LLC, dba Holiday Inn Express Hotel & Suites, 2607 Broadway; Hy-vee Inc., dba Hy-vee Gas, 2110 Broadway; SHREENISH, LLC dba JR’s Oasis, 2400 East Hwy 50; JoDean Corp. dba JoDean Corp., 2809 Broadway; King Buffet Mongolian Grill Restaurant, Inc., dba King Buffet Mongolian Grill, 3013 N. Broadway, Suite 5; SAN JOSE, INC. dba Mexico Viejo, 1809 Broadway; WR Capital I, LLC dba Minerva’s Grill & Bar, 1607 E. Hwy 50, Suite A; SHREE, LLC dba Muggys Sub Galley, 821 Broadway; Annis Properties, Inc., dba Patriot Express, 2217 Broadway; Annis Properties, Inc., dba Patriot Express 02, 100 E. 4th St. Suite A; Annis Properties, Inc., dba Patriot Express 02, 100 E. 4th S.; TST, Inc., dba Phinney's Pub & Casino, Yankton Mall; NPC International, Inc., dba Pizza Hut No.2791, 2003 Broadway; Annis Properties, Inc., dba Prairie Pumper, 909 Broadway; Pump-N-Stuff Yankton, Inc., dba Pump-N-Stuff, 215 West 2nd St.; Pure Ice Partners, LLC dba Pure Ice Company, 101 Capital St.; RB Beer & Burgers dba RB Beer & Burgers 2901 Broadway, Suite C; TST, Inc., dba River City Harbor, Yankton Mall; Bernard Properties, LLC dba Riverfront Events Center & Emporium, 121-113 W. 3rd; Zaccon, Inc., dba Roadrunner Convenience Mart, 300 West 23rd St.; Drotzmann & Portillo, LLC dba Rounding 3rd Bar & Casino, 304 West 3rd St.; Kathy J. Shelburg, dba Shelburg's Concessions, Sertoma Park; Diggers Inc., dba Smokey Hollow, 2020 Elm St. Suite 7A; Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway, Suite 111C; Morgen, LLC dba South Point, 1101 Broadway, Suite 109; Morgen, LLC dba South Point, 1101 Broadway, Suite 107A; Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway, Suite 107B; Bernard Properties, LLC

dba The Brewery, 200 Walnut St.; Flusswerks, LLC, dba The Landing, 104 Capital St.; Tokyo Japanese Cuisine of Yankton, Inc., dba Tokyo Japanese Cuisine of Yankton, Inc., 2007 Broadway, Suite J; Gerstner Oil Company, Inc., dba Triple Time Rudy's, 1606 Broadway; Dave Tunge, dba Mule Train, 901 Broadway, Suite A; Dave Tunge, dba Kankota's, 901 Broadway, Suite C; Dave Tunge, dba Sportsman's, 901 Broadway, Suite B; Upper Deck, Inc., dba Upper Deck, 311-315 Broadway; Walgreen Co., dba Walgreens No.09806, 2020 Broadway; Walnut Tavern, Inc., dba Walnut Tavern, 100 West 3rd St.; WILLA B's, LLC dba WILLA B's, LLC, 114 Douglas Ave., Suite 2; Yankton Missouri River Kampground, LLC dba Yankton Missouri River KOA, 807 Bill Baggs Rd.; Yankton Morning Optimist, Inc., dba Yankton Morning Optimist, Inc., Riverside Park; Dayhuff Enterprises, Inc., dba Zebra Club & Cockatoo II & Safari Club, 106-112 East 3rd St.

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

Motion adopted.

Action 18-157

This was the time and place for the Public hearing on the application for a Special Events (on-sale) Liquor License for July 27-28, 2018 from ROCK 'N' RUMBLE, INC. (Michael Carda, President), The block of 3rd Street between Douglas & Capital Street and ½ Block of Capital Between 3rd Street & 2nd Street, Yankton, S.D. (Memorandum 18-98) No one was present to speak for or against approval of the license.

Moved by Commissioner Carda, seconded by Commissioner Miner, to approve the license.

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

Motion adopted.

Commissioner Gross read the Introduction of the 2018 Assessment Roll. Consideration of Memorandum 18-94 and Resolution 18-29, recommending that June 25, 2018, be established as the date for a public hearing on the special assessment roll for removal of noxious vegetation and tree trimming.

Action 18-158

Moved by Commissioner Moser, seconded by Commissioner Ferdig, to approve the application from River City Domestic Violence Center to hold a street dance on August 25, 2018, Walk a Mile in Her Shoes/ Family Fun Day, Levee Street between Capitol & Mulberry Street, Yankton, S.D. (Memorandum 18-102)

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

Motion adopted.

Action 18-159

Moved by Commissioner Gross, seconded by Commissioner Carda, to adopt Resolution 18-33 authorizing the no parking zone for the Family Strong Event of the portion of Levee Street from Capitol to Mulberry Street to start on Saturday, August 25, 2018 from 6:00 am to allow for set up and to remain closed until 4:00 pm Saturday, August 25, 2018. (Memorandum 18-103)

Resolution 18-33

Special Events Parking Request

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

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

WHEREAS, the Family Strong event has made a request to enact this no parking zone for Saturday, August 25, 2018, from 8:00 am to 3:00 pm

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request for the Family Strong Event, and that portion of Levee Street from Capitol to Mulberry Street to start on Saturday, August 25, 2018 from 6:00 am to allow for set up and to remain closed until 4:00 pm Saturday, August 25, 2018.

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

Action 18-160

Moved by Commissioner Ferdig, seconded by Commissioner Moser, to adopt Resolution 18-34 authorizing the no parking zone for the Front Yard BBQ, with closure of the portion of Capitol Street from 3rd Street to the parking lot/alley to the north of Fitness 365, to start on Thursday, June 21, 2018 from 6:00 am to allow for set up and to remain closed until 9:00 pm Thursday, June 21, 2018.
(Memorandum 18-104)

Resolution 18-34

Special Events Parking Request

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

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

WHEREAS, the Habitat for Humanity has made a request to enact this no parking zone for Thursday, June 21, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request from Habitat for Humanity for Thursday, June 21, 2018, with closure of the portion of Capitol Street from 3rd Street to the parking lot/alley to the north of Fitness 365, to start on Thursday, June 21, 2018 from 6:00 am to allow for set up and to remain closed until 9:00 pm Thursday, June 21, 2018.

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

Action 18-161

Moved by Commissioner Gross, seconded by Commissioner Miner, to approve the applications of Transient Merchant License and Special Events Dance License for the dates of July 27th – July 28th, 2018 for the Rock’N’Rumble Event. (Memorandum 18-88)

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

Action 18-162

Moved by Commissioner Miner, seconded by Commissioner Ferdig, to adopt Resolution 18-35 for a Special Event with the special event parking ordinance in force and suspend the open container law for the area of 3rd Street from Douglas Street to Capitol and also a portion of Capitol Street, to start on Friday, July 27, 2018 from 8:00 am to allow for set up and to remain closed until 10:00 am Sunday, July 29, 2018. (Memorandum 18-105)

Resolution 18-35

Special Events Parking Request

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

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

WHEREAS, the Rock N Rumble committee has made a request to enact this no parking zone for their event on July 27-28, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on 3rd Street between Douglas and Capitol and also a portion of Capitol Street from 8:00 am on Friday, July 27, 2018 until 10:00 am on Sunday, July 29, 2018.

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

Action 18-163

Moved by Commissioner Carda, seconded by Commissioner Gross, to approve the proposed rate structure for 2020 effective on July 1, 2020 for Summit Activities Center Rental Rates. (Memorandum 18-95)

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

Action 18-164

Moved by Commissioner Gross, seconded by Commissioner Carda, to adopt Resolution 18-30. (Memorandum 18-99)

Resolution 18-30

WHEREAS, it appears from an examination of the plat of Bakley Addition in Government Lots 2, 3, and 4, in Section 33 and in the SW ¼ of the NW 1/4 in Section 34, all in T94N, R55W 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.

Commissioner Gross introduced and Mayor Johnson read the title of Ordinance No. 1008, AN ORDINANCE TO PERMIT ADMINISTRATIVE INSPECTIONS OF PRIVATE PROPERTY AND TO AUTHORIZE ADMINISTRATIVE INSPECTION WARRANTS TO ENTER UPON PRIVATE PROPERTY IN THE ABSENCE OF CONSENT, and set the date of the second reading and public hearing as June 11th, 2018.

Action 18-165

Moved by Commissioner Gross, seconded by Commissioner Ferdig, to approve the Mayor’s appointments to various City Advisory Boards and Commissions. (Memorandum 18-106)

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

Action 18-166

Moved by Commissioner Miner, seconded by Commissioner Maibaum, to adjourn into Executive Session at 7:35 p.m. to discuss personnel and contractual litigation matters under SDCL 1-25-2.

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

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

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

Action 18-167

Moved by Commissioner Carda, seconded by Commissioner Gross, to adjourn at 8:45 p.m.

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

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
CITY COMMISSION WORK SESSION, 6:00 P.M.
May 29, 2018**

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

Roll Call: Present: Commissioners Carda (arrived at 6:05p.m.), Benson, Gross, Hoffner, Maibaum, Miner and Moser. City Attorney Den Herder and City Manager Nelson were also present.

Absent: Commissioner Ferdig. Quorum present.

General discussion took place regarding the results of the Planning Retreat in January. No official action was taken at this time.

Action 18-153

Moved by Commissioner Gross, seconded by Commissioner Miner, to adjourn at 6:39 p.m.

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

Motion adopted.

Nathan Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

Published June 5th, 2018

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A LEAGUE OF YOUR OWN	BOOK	21.29	BOOKS	101.142.340		Dobrovolny		582 00268
A OX WELDING SUPPLY	MIG WIRE	98.17	GARAGE PARTS	801.801.249		Rohde		582 00416
	PLASMA CUTTING TIPS	78.70	SMALL TOOLS & HARDWARE	801.801.247		Rohde		582 00513
		176.87	*VENDOR TOTAL					
ACUSHNET BILLTRUST	BALLS/GOLF EQUIPMENT	119.72	GOLF BALLS	641.641.760		Jeffers		582 00188
	BALLS/GOLF EQUIPMENT	119.72	GOLF BALLS	641.641.760		Jeffers		582 00189
	BALLS/GOLF EQUIPMENT	228.89	GOLF BALLS	641.641.760		Jeffers		582 00190
	BALLS/GOLF EQUIPMENT	236.50	GOLF BALLS	641.641.760		Jeffers		582 00191
	BALLS/GOLF EQUIPMENT	119.72	GOLF BALLS	641.641.760		Jeffers		582 00192
	BALLS/GOLF EQUIPMENT	119.72	GOLF BALLS	641.641.760		Jeffers		582 00193
	BALLS/GOLF EQUIPMENT	700.68	GOLF BALLS	641.641.760		Jeffers		582 00194
	BALLS/GOLF EQUIPMENT	795.04	GOLF EQUIPMENT	641.641.768		Jeffers		582 00195
	BALLS/GOLF EQUIPMENT	257.60	GOLF EQUIPMENT	641.641.768		Jeffers		582 00196
		2,697.59	*VENDOR TOTAL					
ADOBE *CREATIVE CLOUD	SOFTWARE PROGRAM	53.24	CONTRACTED SERVICES - OP	201.201.204		Lacroix		582 00534
AMAZON MKTPLACE PMTS	SUMMER READING PROGRAM	49.90	RECREATION SUPPLIES	701.701.242		Dobrovolny		582 00208
	SUMMER READING PROGRAM	33.49	RECREATION SUPPLIES	701.701.242		Dobrovolny		582 00234
	BOOKS, DVD'S	134.42	BOOKS	101.142.340		Dobrovolny		582 00424
	BOOKS, DVD'S	55.38	AV - CAPITAL	101.142.342		Dobrovolny		582 00425
	BOOK	5.89	BOOKS	101.142.340		Dobrovolny		582 00565
	SHOWER CURTAINS	628.25	RECREATION SUPPLIES	203.203.242		McHenry		582 00493
	TONER	109.99	OFFICE SUPPLIES	611.611.232		Peters		582 00155
		1,017.32	*VENDOR TOTAL					
AMAZON MKTPLACE PMTS W	BOOT ALLOWANCE	145.00	UNIFORMS	101.111.244		Burgeson		582 00007
	FUSES	31.96	REP. & MAINT. - PLANT	601.601.221		Chytka		582 00463
	OFFICE SUPPLIES	34.15	OFFICE SUPPLIES	101.142.232		Dobrovolny		582 00090
	PROGRAM SUPPLIES, BOOK,	25.72	PROGRAM SUPPLIES	101.142.242		Dobrovolny		582 00126
	PROGRAM SUPPLIES, BOOK,	49.95	BOOKS	101.142.340		Dobrovolny		582 00127
	PROGRAM SUPPLIES, BOOK,	535.78	RECREATION SUPPLIES	701.701.242		Dobrovolny		582 00128
	BOOK	13.01	BOOKS	101.142.340		Dobrovolny		582 00143
	SUMMER READING PROGRAM	8.49	RECREATION SUPPLIES	701.701.242		Dobrovolny		582 00156
	BOOKS, DVD'S, OFFICE SUP	115.56	BOOKS	101.142.340		Dobrovolny		582 00393
	BOOKS, DVD'S, OFFICE SUP	98.66	AV - CAPITAL	101.142.342		Dobrovolny		582 00394
	BOOKS, DVD'S, OFFICE SUP	7.98	OFFICE SUPPLIES	101.142.232		Dobrovolny		582 00395
	OFFICE SUPPLIES	48.96	OFFICE SUPPLIES	101.106.232		Goeden		582 00485
	MICROFIBER CLOTH	19.87	SMALL TOOLS & HARDWARE	101.114.247		Nickles		582 00123
		1,135.09	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMAZON.COM	LOCK FOR POOL	19.12	RECREATION SUPPLIES	202.202.242		Orr		582 00397
AMAZON.COM AMZN.COM/BI	GLOVES	164.71	MEDICAL, SAFETY, & LAB. S	601.601.243		Chytka		582 00167
	BOOKS	57.14	BOOKS	101.142.340		Dobrovolny		582 00003
	BOOKS, OFFICE SUPPLIES,	137.03	BOOKS	101.142.340		Dobrovolny		582 00106
	BOOKS, OFFICE SUPPLIES,	10.49	OFFICE SUPPLIES	101.142.232		Dobrovolny		582 00107
	BOOKS, OFFICE SUPPLIES,	28.27	BOOKS	701.701.340		Dobrovolny		582 00108
	BOOKS, OFFICE SUPPLIES,	16.98	RECREATION SUPPLIES	701.701.242		Dobrovolny		582 00109
	OFFICE SUPPLIES	12.24	OFFICE SUPPLIES	101.122.232		Goeden		582 00492
		426.86	*VENDOR TOTAL					
AMAZONPRIME MEMBERSHIP	MEMBERSHIP DUES	13.83CR	MEMBERSHIP DUES	641.641.261		Schieffer		582 00516
AMERICAN LIBRARY ASSN	SRP PRIZES	17.98	RECREATION SUPPLIES	701.701.242		Ferrell		582 00118
AMERICAN RED CROSS	RED CROSS	0.01	RECREATION SUPPLIES	203.203.242		Wattier		582 00113
	SCHOOL	81.27	LEARNING	203.203.264		Wattier		582 00137
	SCHOOLS	60.00	LEARNING	203.203.264		Wattier		582 00207
	SCHOOLS	60.00	LEARNING	203.203.264		Wattier		582 00209
		201.28	*VENDOR TOTAL					
ANIMAL HEALTH CLINIC	K9 RENO MEDICAL	93.59	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek		582 00294
ANTHONY S PIZZA & PA	TRAINING-MEALS	30.18	TRAVEL EXPENSE	101.111.263		Pekarek		582 00427
	TRAINING-MEALS	22.17	TRAVEL EXPENSE	101.111.263		Pekarek		582 00462
	TRAINING-MEAL	28.38	TRAVEL EXPENSE	101.111.263		Pekarek		582 00519
		80.73	*VENDOR TOTAL					
APL* ITUNES.COM/BILL	PDF SOFTWARE	10.64	OFFICE SUPPLIES	101.101.232		Johnson		582 00450
APPEARA	TOWELS	173.35	CONTRACTED SERVICES	203.203.204		McHenry		582 00441
	TOWELS	208.26	CONTRACTED SERVICES-OPER	641.641.204		McHenry		582 00445
		381.61	*VENDOR TOTAL					
APPLEBEES NEIG98290398	TRAINING-MEAL	16.31	TRAVEL EXPENSE	101.111.263		Pekarek		582 00400
APPLEBEES 103000510305	TRAINING-MEAL	10.29	TRAVEL EXPENSE	101.111.263		Pekarek		582 00220

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID	LINE
ARBYS 8261	MEAL EXPENSE	9.87	CONFERENCE & MEETINGS	101.106.265		Bies		582	00323
ARC*SERVICES/TRAINING	LIFEGUARD CERTIFICATION	540.00	RECREATION SUPPLIES	203.203.242		Wattier		582	00262
ASSOCIATED SUPPLY	POOL REPAIR	490.34	REP. & MAINT. - BUILDING	203.203.223		McHenry		582	00537
AT&T*BILL PAYMENT	CELL PHONE	68.84	TELEPHONE	101.123.271		Bailey		582	00497
	CELL PHONE	54.83	TELEPHONE	201.201.271		Bailey		582	00503
	CELL PHONE	25.77	TELEPHONE	101.127.271		Bailey		582	00525
	CELL PHONE	27.82	TELEPHONE	204.204.271		Bailey		582	00526
	CELL PHONE	25.61	TELEPHONE	201.201.271		Bailey		582	00527
	CELL PHONE	25.09	TELEPHONE	601.601.271		Bailey		582	00528
	CELL PHONE	25.09	TELEPHONE	601.601.271		Bailey		582	00529
	CELL PHONE	38.27	TELEPHONE	611.611.271		Bailey		582	00530
	CELL PHONE	25.09	TELEPHONE	101.111.271		Bailey		582	00531
	CELL PHONE	27.17	TELEPHONE	101.127.271		Bailey		582	00532
	CELL PHONE	21.77	TELEPHONE	101.111.271		Bailey		582	00533
		365.35	*VENDOR TOTAL						
AT&T*PREMIER EBIL	CELLULAR DATA	918.83	PROFESSIONAL SERVICES	101.111.202		Peters		582	00515
AUTO VALUE YANKTON	TRUCK REPAIR	16.31	REP. & MAINT. -VEHICLES	201.201.222		Gleich		582	00328
	FLUSHER TRUCK REPAIR PAR	3.99	REP. & MAINT. -VEHICLES	611.611.222		Kirchner		582	00148
	LIFT STATION REPAIR PART	16.98	REP. & MAINT. - COLLECTI	611.611.226		Kirchner		582	00251
	FLUSHER TRUCK REPAIR PAR	8.49	REP. & MAINT. -VEHICLES	611.611.222		Kirchner		582	00258
		45.77	*VENDOR TOTAL						
AUTOZONE #3795	WIPER BLADES	28.14	GARAGE PARTS	801.801.249		Kulhavy		582	00169
	BRAKE PADS AND ROTORS	269.98	GARAGE PARTS	801.801.249		Robb		582	00335
		298.12	*VENDOR TOTAL						
BAKER-TAYLOR	BOOKS	4,571.09	BOOKS	101.142.340		Ferrell		582	00372
	BOOKS	43.28	POSTAGE	101.142.231		Ferrell		582	00373
	BOOKS	14.92	BOOKS	701.701.340		Ferrell		582	00374
		4,629.29	*VENDOR TOTAL						
BATTERY EXCHANGE	FIRE ALARM BATTERIES	59.90	REP. & MAINT. - BUILDING	801.801.223		Steffen		582	00319
BERKEYSUPPL	POSTAGE	20.00	POSTAGE	201.201.231		Frick		582	00329
	AGRICULTURAL SUPPLIES	102.56	AGRICULTURAL SUPPLIES	201.201.241		Frick		582	00330
		122.56	*VENDOR TOTAL						

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
BEST WESTERN HOTELS -										
	UNION HEARING	77.00	PROFESSIONAL SERVICES	101.102.202		Bailey			582	00040
	MIDWEST REG. PARKS CONF.	291.00	MIDWEST PARKS & REC CONF	211.231.557		Bailey			582	00440
		368.00	*VENDOR TOTAL							
BHM*OMAHA WORLD HERALD										
	BOOK, POSTAGE	29.95	BOOKS	101.142.340		Dobrovolny			582	00226
	BOOK, POSTAGE	5.00	POSTAGE	101.142.231		Dobrovolny			582	00227
		34.95	*VENDOR TOTAL							
BOHLMANN INC										
	DUAL ADA DRINKING FOUNTA	4,020.00	EQUIPMENT	201.201.350		Larson			582	00477
BOLLER PRINTING										
	OFFICE SUPPLIES	46.00	OFFICE SUPPLIES	201.201.232		Ferrell			582	00017
BOMGAARS #2 YANKTON										
	DOC WORK PROGRAM	34.99	REP. & MAINT. - BUILDING	621.621.223		Bornitz			582	00067
	FERTILIZER	839.76	AGRICULTURAL SUPPLIES	621.621.241		Bornitz			582	00357
	EQUIPMENT MAINTENANCE	47.88	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz			582	00474
	GRASS SEED	148.49	AGRICULTURAL SUPPLIES	601.601.241		Chytka			582	00027
	GARDEN HOSE ADAPTER	1.59	REP. & MAINT. - PLANT	601.601.221		Chytka			582	00236
	POOL REPAIRS	99.99	REP. & MAINT. - BUILDING	202.202.223		Frick			582	00030
	SHOP SUPPLIES	3.29	REP. & MAINT. - BUILDING	201.201.223		Gleich			582	00033
	SHOP USE	22.27	REP. & MAINT. - BUILDING	201.201.223		Gleich			582	00401
	SHOP SUPPLIES	58.23	REP. & MAINT. - BUILDING	201.201.223		Gleich			582	00470
	GRAPHITE/PAINT	24.96	SMALL TOOLS & HARDWARE	611.611.247		Gusso			582	00539
	CHEMICALS/TRASH BAGS	117.97	AGRICULTURAL SUPPLIES	611.611.241		Hanson			582	00333
	CHEMICALS/TRASH BAGS	8.99	JANITORIAL SUPPLIES	611.611.236		Hanson			582	00334
	REPAIR SUPPLIES	1.98	REP. & MAINT. - DISTRIBU	601.601.226		Kirchner			582	00088
	REPAIR SUPPLIES	11.97	REP. & MAINT. - DISTRIBU	601.601.226		Kirchner			582	00246
	SUPPLIES	38.33	REP. & MAINT. - DISTRIBU	601.601.226		Kirchner			582	00278
	REPAIR SUPPLIES	16.49	REP. & MAINT. - DISTRIBU	601.601.226		Kirchner			582	00409
	FLOWERS	105.16	AGRICULTURAL SUPPLIES	201.201.241		Kortan			582	00026
	FLOWERS	53.82	AGRICULTURAL SUPPLIES	201.201.241		Kortan			582	00145
	PLANT SUPPLIES	9.40	AGRICULTURAL SUPPLIES	201.201.241		Kortan			582	00200
	PARK EQUIPMENT	45.99	REP. & MAINT. - BUILDING	201.201.223		Kortan			582	00325
	SHOP SUPPLIES	46.92	GARAGE PARTS	801.801.249		Kulhavy			582	00111
	ROTOZIP BITS, DISCS	32.56	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy			582	00460
	HARDWARE	8.99	SMALL TOOLS & HARDWARE	641.641.247		Metz			582	00166
	EQUIPMENT REPAIRS	81.37	REP. & MAINT. - EQUIPMEN	641.641.221		Metz			582	00514
	PLUMBING SUPPLIES	10.14	REP. & MAINT. - PLANT	601.601.221		Peterson			582	00518
	LOCK	13.99	ROAD MATERIALS	101.123.239		Potts			582	00025
	REPAIR SUPPLIES	3.08	REP. & MAINT. - DISTRIBU	601.601.226		Robinson			582	00475
	ANCHOR BOLTS	4.38	ROAD MATERIALS	101.123.239		Rohde			582	00245
	PATCH TARP	52.99	ROAD MATERIALS	101.123.239		Rohde			582	00273
	HOSE ENDS FOR FLUSHER TR	27.25	GARAGE PARTS	801.801.249		Rohde			582	00350
	GRASS SEED	28.29	AGRICULTURAL SUPPLIES	101.127.241		Ryken			582	00164
	TIP HANDGUN BRASS	9.99	SMALL TOOLS & HARDWARE	101.127.247		Ryken			582	00206
	SAFETY VEST	16.98	UNIFORMS & DRY GOODS	101.127.244		Ryken			582	00247
	WEED SPRAY	201.95	AGRICULTURAL SUPPLIES	101.127.241		Ryken			582	00354

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	PARK SUPPLIES	8.99	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00346
	POOL REPAIRS	17.38	REP. & MAINT. - BUILDING	202.202.223		Snook		582 00402
	PARK SUPPLIES	3.49	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00420
	PARK SUPPLIES	28.95	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00464
	PARK SUPPLIES	71.98	REP. & MAINT. - BUILDING	201.201.223		Snyder		582 00060
	POOL REPAIR	3.98	REP. & MAINT. - BUILDING	202.202.223		Vanwinkle		582 00082
	ARBOR DAY	9.99	AGRICULTURAL SUPPLIES	201.201.241		Vanwinkle		582 00555
	GRASS SEEDS	4.75	AGRICULTURAL SUPPLIES	204.204.241		Wubben		582 00029
	WATER FEATURE PARTS	3.38	REP. & MAINT. - EQUIPMEN	204.204.221		Wubben		582 00204
		2,383.32	*VENDOR TOTAL					
BORDER STATES ELECTRIC								
	WIRE	609.73	REP. & MAINT. - PLANT	601.601.221		Hines		582 00426
	WIRE	1,410.00	REP. & MAINT. - PLANT	601.601.221		Hines		582 00430
		2,019.73	*VENDOR TOTAL					
BP#6611677COFFEE CUQPS								
	TRAVEL EXPENSE	20.39	TRAVEL EXPENSE	641.641.263		Schieffer		582 00160
BROADWAY CHRYSLER DODG								
	GARAGE PARTS	146.75	GARAGE PARTS	801.801.249		Kulhavy		582 00512
BUFFALO WILD WINGS								
	TRAINING-MEALS	28.93	TRAVEL EXPENSE	611.611.263		Gusso		582 00429
BURGER KING #10219 Q07								
	TRAINING-MEAL	13.45	LEARNING	101.114.264		Kurtenbach		582 00560
BUTLER MACHINERY COMPA								
	HOSE ASSEMBLY	348.15	GARAGE PARTS	801.801.249		Steffen		582 00478
CARUS CORPORATION								
	PHOSPHATE	1,324.35	CHEMICALS & GASES	601.601.240		Hines		582 00185
CASEYS GEN STORE 2260								
	EMPLOYEE APPRECIATION -	139.90	PROFESSIONAL SERVICES	101.102.202		Bailey		582 00213
	INVESTIGATION -MEALS EXP	46.22	PROFESSIONAL SERVICES	101.111.202		Burgeson		582 00417
		186.12	*VENDOR TOTAL					
CASEYS GEN STORE 2268								
	FOOD FOR RANGE WORK	31.98	EQUIPMENT	101.111.350		Brandt		582 00558
	STAFF APPRECIATION	11.94	RECREATION SUPPLIES	701.701.242		Ferrell		582 00366
	MEETING	71.95	CONFERENCE & MEETINGS	641.641.265		Schieffer		582 00383
		115.87	*VENDOR TOTAL					
CASEYS GEN STORE 3204								
	TRAINING EXPENSES	48.06	LEARNING	101.114.264		Kurtenbach		582 00562

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CASEYS GEN STORE 3245	TRAVEL EXPENSE	31.87	TRAVEL EXPENSE	641.641.263		Schieffer		582 00520
CHOPS FINE MEATS AND F	MEAL EXPENSE	8.89	CONFERENCE & MEETINGS	101.106.265		Bies		582 00324
CLARKS RENTALS CUSTOM	RENTAL EQUIPMENT	131.00	REP. & MAINT. - EQUIPMEN	204.204.221		Wubben		582 00217
COFFEE TERRACE	TRAINING-MEAL	19.96	TRAVEL EXPENSE	101.111.263		Nolz		582 00404
COMFORT INN AND SUITES	TRAINING -LODGING	224.98	TRAVEL EXPENSE	101.111.263		Brandt		582 00266
CONOCO - WALL AUTO LIV	TRAVEL EXPENSE	42.66	TRAVEL EXPENSE	641.641.263		Schieffer		582 00566
CORE & MAIN LP 131	PUMP SUPPLIES	195.00	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00489
CORNER STOP	FUEL TRAINING	31.01	TRAVEL EXPENSE	101.111.263		Nolz		582 00549
CORNHUSKER INTERNATION	FILTERS	576.06	GARAGE PARTS	801.801.249		Robb		582 00100
	BUSHING KIT	37.66	GARAGE PARTS	801.801.249		Steffen		582 00408
		613.72	*VENDOR TOTAL					
CORNWELL TOOLS	CAMERA	159.95	GARAGE PARTS	801.801.249		Kulhavy		582 00495
	TOOLS	266.39	SMALL TOOLS & HARDWARE	801.801.247		Steffen		582 00211
		426.34	*VENDOR TOTAL					
COX AUTO SUPPLY	BLOWER BELT	182.71	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00177
	EQUIPMENT REPAIR	42.22	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582 00061
	EQUIPMENT REPAIR	100.44	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582 00078
	EQUIPMENT REPAIR	41.99	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582 00081
	EQUIPMENT REPAIR	55.04	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582 00305
	EQUIPMENT REPAIR	85.15	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582 00369
	EQUIPMENT REPAIR	60.08	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582 00436
	GASKET MATERIAL	7.85	SMALL TOOLS & HARDWARE	101.127.247		Ryken		582 00267
	U JOINT	36.99	GARAGE PARTS	801.801.249		Steffen		582 00012
		612.47	*VENDOR TOTAL					
CRESCENT ELECTRIC 029	DIGESTER MOTOR SAVER	122.25	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00361
	RUNWAY LIGHTS	551.67	REP & MAINT - RUNWAY & A	101.127.225		Ryken		582 00214
	TRAFFIC LIGHTS REPAIR	245.30	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		582 00352

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CRESCENT ELECTRIC 029	PARK REPAIRS	271.53	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00119
	POOL REPAIR	24.41	REP. & MAINT. - BUILDING	202.202.223		Snook		582 00244
	POOL REPAIRS	51.64	REP. & MAINT. - BUILDING	202.202.223		Snook		582 00302
	POOL REPAIRS	31.14	REP. & MAINT. - BUILDING	202.202.223		Snook		582 00307
		1,297.94	*VENDOR TOTAL					
CROWNE PLAZA DENVER	TRAINING-LODGING EXPENSE	727.25	TRAVEL EXPENSE	101.111.263		Pekarek		582 00407
CULVER S #232	TRAINING-MEAL	5.90	TRAVEL EXPENSE	101.111.263		Nolz		582 00094
	TRAINING-MEAL	6.12	TRAVEL EXPENSE	101.111.263		Pekarek		582 00102
		12.02	*VENDOR TOTAL					
DAKOTA ARCHERY	GUN CLEANING SUPPLIES	140.61	REP. & MAINT. - EQUIPMEN	101.111.221		Burgeson		582 00175
DAYHUFF ENTERPRISES IN	PAPER TOWELS	78.00	JANITORIAL SUPPLIES	601.601.236		Chytka		582 00363
	SUPPLIES	232.00	JANITORIAL SUPPLIES	101.141.236		Miles		582 00186
	SUPPLIES	232.44	JANITORIAL SUPPLIES	101.125.236		Miles		582 00224
		542.44	*VENDOR TOTAL					
DELTA	CONFERENCE AIRFARE	685.60	TRAVEL EXPENSE	101.142.263		Ferrell		582 00332
DEMCO INC	OFFICE SUPPLIES	457.34	OFFICE SUPPLIES	101.142.232		Ferrell		582 00163
DIANES GREENHOUSE	FLOWERS	2,397.13	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582 00254
DROPBOX*6B59Q6TDBJGP	DROPBOX	99.00	PROFESSIONAL SERVICES	101.142.202		Ferrell		582 00255
ECHO ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	69.53	REP. & MAINT. - PLANT	601.601.221		Chytka		582 00158
	LIFT STATION FUSES	19.80	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00476
	MULTI-METER FUSES	27.51	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00567
		116.84	*VENDOR TOTAL					
EDDIE S NORTH SINCLA	TRAVEL FUEL	45.00	TRAVEL EXPENSE	101.111.263		O Farrell		582 00205
EHRESMANN ENGINEERING	HORSESHOE PIT REPAIR	47.43	REP. & MAINT. - BUILDING	201.201.223		Frick		582 00083
	REPAIR SUPPLIES	43.59	REP. & MAINT. - DISTRIBU	601.601.226		Kirchner		582 00222
		91.02	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FACEBK *4XZANFN7W2	ADVERTISMENT	19.39	PUBLISHING	201.201.211		Lacroix		582 00538
FACEBK *7XZANFN7W2	ADVERTISMENT	1.91	PUBLISHING	201.201.211		Lacroix		582 00535
FACEBK 2GNAXFEC2	PROGRAMMING	10.31	PROGRAM SUPPLIES	101.142.242		Ferrell		582 00552
FASTENAL COMPANY01	ODS HARDWARE	55.24	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00327
	REPAIR & MAINTENANCE	309.98	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00371
	SCREWS	2.74	EQUIPMENT REPAIR & MAINT	637.637.221		Potts		582 00152
	CABLE TIES/DRILL BIT	7.27	SMALL TOOLS & HARDWARE	101.126.247		Ryken		582 00144
	TRAFFIC LIGHTS REPAIR	22.19	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		582 00367
	SAFETY SUPPLIES	189.00	MEDICAL & SAFETY SUPPLIE	201.201.243		Snook		582 00098
		586.42	*VENDOR TOTAL					
FENSELS FLOWER SHOP AN	FLOWERS	97.84	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582 00320
FRED HAAR COMPANY YANK	TRACTOR REPAIR	116.60	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		582 00150
	MOWER REPAIR	816.75	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		582 00499
	MOWER REPAIRS	34.48	REP. & MAINT. - PLANT	611.611.221		McClennen		582 00521
		967.83	*VENDOR TOTAL					
GIRTON ADAMS CO	SLUDGE HEATER VALVE	265.44	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00418
GRAINGER	JANITORIAL SUPPLIES / BU	76.19	JANITORIAL SUPPLIES	101.142.236		Reifenrath		582 00096
	MANTIENANCE SUPPLIES	68.14	REP. & MAINT. - BUILDING	101.142.223		Reifenrath		582 00097
	JANITORIAL SUPPLIES / SH	29.83	JANITORIAL SUPPLIES	101.142.236		Reifenrath		582 00303
	EQUIPMENT SUPPLIES	37.64	REP. & MAINT. - EQUIPMEN	101.142.221		Reifenrath		582 00304
		211.80	*VENDOR TOTAL					
HACH COMPANY	LAB REAGENTS	227.21	MEDICAL, SAFETY, & LAB. S	601.601.243		Chytka		582 00275
	LAB REAGENTS	225.23	MEDICAL, SAFETY, & LAB. S	601.601.243		Chytka		582 00282
	LAB SUPPLIES	195.64	MEDICAL, SAFETY, & LAB. S	601.601.243		Hines		582 00147
		648.08	*VENDOR TOTAL					
HARDEE S #277 - KN	TRAVEL EXPENSE	14.62	LEARNING	101.114.264		Kurtenbach		582 00564
HARDING GLASS	SCREEN REPAIR	41.50	REP. & MAINT. - BUILDING	101.125.223		Miles		582 00301

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HOLIDAY INN - CODY	GOSMA-CONF. EXPENSE	307.38	CONFERENCE & MEETINGS	101.102.265		Nelson		582 00406
HOLIDAY INN CAPITOL	CONFERENCE EXPENSE	871.32	CONFERENCE & MEETINGS	101.101.265		Nelson		582 00016
	WASHINGTON DC	871.32	CONFERENCE & MEETINGS	101.102.265		Nelson		582 00023
	CONFERENCE EXPENSE	39.60	CONFERENCE & MEETINGS	101.102.265		Nelson		582 00032
	CONFERENCE HOTEL	872.07	CONFERENCE & MEETINGS	101.101.265		Nelson		582 00038
	CONFERENCE EXPENSE	120.72	CONFERENCE & MEETINGS	101.102.265		Nelson		582 00063
		2,775.03	*VENDOR TOTAL					
HOLIDAY INN INDIANAPOL	LODGING FOR TRAINING	1,175.12	LEARNING	101.114.264		Kurtenbach		582 00557
HY VEE GAS 5899	TRAVEL EXPENSE	23.15	TRAVEL EXPENSE	641.641.263		Schieffer		582 00568
HY VEE 1899	DOC WORK PROGRAM	11.98	REP. & MAINT. - BUILDING	621.621.223		Bornitz		582 00001
	DOC WORK PROGRAM	23.97	REP. & MAINT. - BUILDING	621.621.223		Bornitz		582 00510
	TRAINING EXPENSE	27.98	PROFESSIONAL SERVICES	101.111.202		Burgeson		582 00047
	TRAINING EXPENSE	19.98	PROFESSIONAL SERVICES	101.111.202		Burgeson		582 00080
	DOC WORK PROGRAM	43.94	REP. & MAINT. - BUILDING	201.201.223		Eskens		582 00509
	FLOWERS	195.51	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582 00070
	DOC WORK PROGRAM	26.64	REP. & MAINT. - BUILDING	641.641.223		Metz		582 00104
	DOC WORK PROGRAM	29.94	REP. & MAINT. - BUILDING	641.641.223		Metz		582 00550
	SUPPLIES	16.78	JANITORIAL SUPPLIES	101.125.236		Miles		582 00479
	GATORADE	116.96	MISCELLANEOUS CONCESSION	203.203.728		Orr		582 00421
	GATORADE	109.82	MISCELLANEOUS CONCESSION	203.203.728		Orr		582 00443
	GATORADE	116.96CR	MISCELLANEOUS CONCESSION	203.203.728		Orr		582 00451
	ENTREE	27.60	ENTREE	641.641.710		Schieffer		582 00384
	ENTREE	36.35	ENTREE	641.641.710		Schieffer		582 00419
	OFFICE EXPENSE	58.00	OFFICE SUPPLIES	101.104.232		Viereck		582 00444
	DOC WORK PROGRAM	10.00	REP. & MAINT. - TRAIL	204.204.223		Wubben		582 00064
	DOC WORK PROGRAM	19.96	REP. & MAINT. - TRAIL	204.204.223		Wubben		582 00488
		658.45	*VENDOR TOTAL					
IN THE SWIM-CATALOG	POOL VAC	500.94	RECREATION SUPPLIES	203.203.242		Wattier		582 00496
INDEPENDENCE WASTE	PORTA POTTY	165.95	CONTRACTED SERVICES - OP	201.201.204		McHenry		582 00132
	PORTA POTTY	210.95	CONTRACTED SERVICES-OPER	641.641.204		McHenry		582 00133
	PORTA POTTY	240.95	CONTRACTED SERVICES - OP	201.201.204		McHenry		582 00134
		617.85	*VENDOR TOTAL					
INDIANA CC CONCESS 007	TRAINING-MEAL	7.09	LEARNING	101.114.264		Kurtenbach		582 00548

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
INT L CODE COUNCIL INC	STUDY MATERIALS	185.95	CONFERENCE & MEETINGS	101.106.265		Morrow		582 00309
INTERNATION	MEMBERSHIP DUES ICMA	878.00	MEMBERSHIP DUES	101.102.261		Nelson		582 00517
IPY*MIDWEST ALARM	ALARM LINE MONITORING	63.00	PROFESSIONAL SERVICES	611.611.202		Hanson		582 00174
J.J BENJIS	CITY COMMISSION POLOS UNIFORM	60.00 26.63 86.63	OFFICE SUPPLIES UNIFORMS & DRY GOODS *VENDOR TOTAL	101.101.232 201.201.244		Bailey Kortan		582 00146 582 00326
J.J. BENJI	UNIFORM	43.00	UNIFORMS & DRY GOODS	201.201.244		Kortan		582 00380
JACK S UNIFORMS & EQUI	UNIFORMS UNIFORMS UNIFORMS UNIFORMS	93.90 57.90 75.94 116.99 344.73	UNIFORMS UNIFORMS UNIFORMS UNIFORMS *VENDOR TOTAL	101.111.244 101.111.244 101.111.244 101.111.244		Burgeson Burgeson Burgeson Burgeson		582 00237 582 00250 582 00256 582 00447
JCL SOLUTIONS-SIOUX FA	CLEANING SUPPLIES CLEANING SUPPLIES CLEANING SUPPLIES JANITORIAL SUPPLIES	398.35 187.28 495.64 494.70 1,575.97	JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES *VENDOR TOTAL	203.203.236 201.201.236 201.201.236 201.201.236		Orr Snook Snook Steffen		582 00494 582 00203 582 00480 582 00053
KAISER REFRIGERATION I	EQUIPMENT MAINTENANCE OIL AND BLADES EQUIPMENT REPAIR OIL TOOLS EQUIPMENT REPAIR EQUIPMENT REPAIR EQUIPMENT REPAIR EQUIPMENT REPAIR EQUIPMENT REPAIR TRAIL SUPPLIES	70.99 159.89 329.95 58.98 15.99 223.91 21.98 19.99 53.98 92.97 19.00 1,067.63	REP. & MAINT. - EQUIPMEN REP. & MAINT. - EQUIPMEN REP. & MAINT. - EQUIPMEN EQUIPMENT REPAIR & MAINT SMALL TOOLS & HARDWARE REP. & MAINT. - EQUIPMEN REP. & MAINT. - EQUIPMEN *VENDOR TOTAL	621.621.221 101.123.221 641.641.221 637.637.221 101.126.247 201.201.221 204.204.221 204.204.221 204.204.221 204.204.221 204.204.221		Bornitz Kulhavy Metz Potts Ryken Vanwinkle Wubben Wubben Wubben Wubben Wubben		582 00122 582 00079 582 00221 582 00073 582 00381 582 00141 582 00066 582 00277 582 00281 582 00289 582 00545
KFC/AW #445	TRAINING-MEAL TRAINING-MEAL TRAINING-MEAL	5.40 8.28 8.28 21.96	TRAVEL EXPENSE OFFICE SUPPLIES TRAVEL EXPENSE *VENDOR TOTAL	101.111.263 101.111.232 101.111.263		Nolz Pekarek Pekarek		582 00484 582 00469 582 00559

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID	LINE
KINSMAN GARDEN CO., I	PLANTS	174.34	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582	00153
KOLETZKY IMPLEMENT INC	DAMPER AND BLADES	257.00	GARAGE PARTS	801.801.249		Kulhavy		582	00336
	BELT	78.00	EQUIPMENT REPAIR & MAINT	637.637.221		Steffen		582	00019
		335.00	*VENDOR TOTAL						
KOPETSKYS ACE HDWE	AIR FILTERS	29.94	REP. & MAINT. - PLANT	601.601.221		Chytka		582	00364
	PARK SUPPLIES	109.99	REP. & MAINT. - BUILDING	201.201.223		Eskens		582	00280
	POOL SUPPLIES	68.72	REP. & MAINT. - BUILDING	202.202.223		Frick		582	00015
	POOL REPAIRS	33.98	REP. & MAINT. - BUILDING	202.202.223		Frick		582	00229
	POOL SUPPLIES	63.47	REP. & MAINT. - BUILDING	202.202.223		Frick		582	00263
	SWAB MOP	9.56	ROAD MATERIALS	101.123.239		Gobel		582	00378
	REPAIR	28.32	REP. & MAINT. - PLANT	611.611.221		Gusso		582	00312
	REPAIR SUPPLIES	25.75	REP. & MAINT. - DISTRIBUTU	601.601.226		Kirchner		582	00284
	REPAIR SUPPLIES	15.77	REP. & MAINT. - COLLECTI	611.611.226		Kirchner		582	00348
	FLOWERS	59.85	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582	00171
	CHEMICALS	49.99	CHEMICALS & GASES	201.201.240		Kortan		582	00184
	FLOWERS	55.72	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582	00228
	FLOWER SUPPLIES	146.96	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582	00377
	DOWNTOWN FLOWERS	1,056.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582	00387
	EQUIPMENT REPAIR	8.59	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582	00034
	EQUIPMENT REPAIR	4.99	REP. & MAINT. - EQUIPMEN	641.641.221		Metz		582	00114
	BUILDING REPAIRS	8.99	REP. & MAINT. - BUILDING	641.641.223		Metz		582	00553
	REPLACEMENT FUSES	12.99	REP. & MAINT. - BUILDING	101.141.223		Miles		582	00039
	JANITORIAL SUPPLIES	7.98	REP. & MAINT. - BUILDING	101.125.223		Miles		582	00093
	SUPPLIES	17.98	REP. & MAINT. - BUILDING	101.125.223		Miles		582	00183
	CARPET CLEANER	51.98	REP. & MAINT. - BUILDING	101.125.223		Miles		582	00483
	SUPPLIES	9.30	REP. & MAINT. - BUILDING	101.125.223		Miles		582	00490
	SUPPLIES	4.90	REP. & MAINT. - BUILDING	101.141.223		Miles		582	00505
	SUPPLIES	1.88	REP. & MAINT. - BUILDING	101.141.223		Miles		582	00507
	FASTENERS	11.51	GARAGE PARTS	801.801.249		Potts		582	00385
	BATTERIES	14.98	EQUIPMENT REPAIR & MAINT	637.637.221		Potts		582	00452
	LIBRARY SUPPLY	5.99	PROGRAM SUPPLIES	101.142.242		Raiche		582	00020
	TOOLS	19.99	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		582	00091
	WEED & FEED	35.99	AGRICULTURAL SUPPLIES	101.127.241		Ryken		582	00382
	HARDWARE	36.57	SMALL TOOLS & HARDWARE	641.641.247		Schieffer		582	00008
	HARDWARE	5.97	SMALL TOOLS & HARDWARE	641.641.247		Schieffer		582	00465
	PARK SUPPLIES	13.98	REP. & MAINT. - BUILDING	201.201.223		Snook		582	00024
	POOL REPAIRS	79.94	REP. & MAINT. - BUILDING	202.202.223		Snook		582	00046
	POOL REPAIRS	35.57	REP. & MAINT. - BUILDING	202.202.223		Snook		582	00087
	POOL REPAIR	59.27	REP. & MAINT. - BUILDING	202.202.223		Snook		582	00115
	POOL REPAIR	53.53	REP. & MAINT. - BUILDING	202.202.223		Snook		582	00182
	POOL REPAIRS	63.96	REP. & MAINT. - BUILDING	202.202.223		Snook		582	00306
	PARK SUPPLIES	21.17	REP. & MAINT. - BUILDING	201.201.223		Snook		582	00388
	PARK SUPPLIES	50.65	REP. & MAINT. - BUILDING	201.201.223		Snook		582	00392
	PARK SUPPLIES	13.98	REP. & MAINT. - BUILDING	201.201.223		Snook		582	00449
	BATHROOM REPAIR	32.46	REP. & MAINT. - BUILDING	201.201.223		Snook		582	00544

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
KOPETSKYS ACE HDWE	CLEANING SUPPLIES	10.36	JANITORIAL SUPPLIES	201.201.236		Snyder			582	00389
		2,449.47	*VENDOR TOTAL							
KWIK STOP #4 OASIS T	FUEL TRAINING	36.00	TRAVEL EXPENSE	101.111.263		Nolz			582	00399
	FUEL TRAINING	16.00	TRAVEL EXPENSE	101.111.263		Nolz			582	00547
		52.00	*VENDOR TOTAL							
LEWIS AND CLARK FORD L	PATROL CAR REPAIRS	801.09	GARAGE PARTS	801.801.249		Kulhavy			582	00453
	POLICE VEHICLE REPAIRS	696.54	GARAGE PARTS	801.801.249		Kulhavy			582	00524
		1,497.63	*VENDOR TOTAL							
LOCATORS AND SUPPLIES	LOCATE SUPPLIES	287.62	REP. & MAINT. - DISTRIBU	601.601.226		Garvey			582	00036
	LOCATE SUPPLIES	335.89	REP. & MAINT. - DISTRIBU	601.601.226		Kuehler			582	00074
		623.51	*VENDOR TOTAL							
LONG S PROPANE SERVICE	PROPANE	65.00	GARAGE GASOLINE & LUBRIC	801.801.238		Kulhavy			582	00286
LOVE S TRAVEL 00006858	TRAVEL EXPENSE	47.33	LEARNING	101.114.264		Kurtenbach			582	00556
MARK S MACHINERY INC	EQUIPMENT MAINTENANCE	4.22	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz			582	00170
	EQUIPMENT MAINTENANCE	71.69	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz			582	00412
	MOWER REPAIR	135.88	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich			582	00062
	AIR FILTER	24.96	GARAGE PARTS	801.801.249		Kulhavy			582	00261
	EQUIPMENT REPAIR	16.80	REP. & MAINT. - EQUIPMEN	641.641.221		Metz			582	00379
		253.55	*VENDOR TOTAL							
MCDONALD S F23437	TRAVEL EXPENSE	3.86	CONFERENCE & MEETINGS	201.201.265		Kortan			582	00037
MEAD LUMBER YANKTON	MARKET AT MERIDIAN	13.99	REP. & MAINT. - BUILDING	201.201.223		Frick			582	00454
	SHELVING PROJECT	12.49	REP. & MAINT. - EQUIPMEN	101.142.221		Reifenrath			582	00297
	POOL REPAIR	33.98	REP. & MAINT. - BUILDING	202.202.223		Vanwinkle			582	00293
		60.46	*VENDOR TOTAL							
MED-VET	CONTAINERS	379.95	OPERATING SUPPLIES & MAT	637.637.240		Robb			582	00130
MENARDS YANKTON SD	PLUMBING SUPPLIES	66.60	REP. & MAINT. - PLANT	601.601.221		Bentley			582	00068
	CEMETERY FLOWERS	117.12	AGRICULTURAL SUPPLIES	621.621.241		Bornitz			582	00021
	PAINT SUPPLIES	38.82	REP. & MAINT. - PLANT	601.601.221		Chytka			582	00095
	EXTENSION CORD	13.98	REP. & MAINT. - PLANT	601.601.221		Chytka			582	00103
	ELECTRICAL SUPPLIES	55.30	REP. & MAINT. - PLANT	601.601.221		Chytka			582	00124

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MENARDS	YANKTON SD									
	PLUMBING SUPPLIES	17.01	REP. & MAINT. - PLANT	601.601.221		Chytka			582	00240
	PLUMBING SUPPLIES	183.33	REP. & MAINT. - PLANT	601.601.221		Chytka			582	00446
	ELECTRICAL SUPPLIES	2.90	REP. & MAINT. - PLANT	601.601.221		Chytka			582	00563
	POOL SUPPLIES	92.69	REP. & MAINT. - BUILDING	202.202.223		Frick			582	00265
	SUPPLIES	67.44	JANITORIAL SUPPLIES	601.601.236		Garvey			582	00339
	SUPPLIES	18.57	REP. & MAINT. - DISTRIBU	601.601.226		Garvey			582	00351
	EXTENSION WAND	49.17	ROAD MATERIALS	101.123.239		Gobel			582	00295
	REPAIR SUPPLIES	38.12	REP. & MAINT. - DISTRIBU	601.601.226		Kirchner			582	00051
	LIFT STATION REPAIR PART	20.28	REP. & MAINT. - COLLECTI	611.611.226		Kirchner			582	00173
	LIFT STATION REPAIR PART	45.36	REP. & MAINT. - COLLECTI	611.611.226		Kirchner			582	00199
	FLOWERS	13.74	AGRICULTURAL SUPPLIES	201.201.241		Kortan			582	00360
	FLOWER SUPPLIES	19.44	AGRICULTURAL SUPPLIES	201.201.241		Kortan			582	00448
	FILTER	27.96	BUILDING REPAIR & MAINT.	637.637.223		Kulhavy			582	00045
	RACHETS	18.48	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy			582	00264
	REPLACEMENT SPRAYER	14.97	REP. & MAINT. - BUILDING	101.125.223		Miles			582	00120
	PROJECT SUPPLIES	207.38	REP. & MAINT. - BUILDING	101.125.223		Miles			582	00159
	MULCH PROJECT	63.20	REP. & MAINT. - BUILDING	101.125.223		Miles			582	00172
	CEILING TILE REPLACEMENT	12.76	REP. & MAINT. - BUILDING	101.141.223		Miles			582	00272
	STORAGE BIN	19.98	REP. & MAINT. - BUILDING	101.114.223		Nickles			582	00178
	PLUMBING SUPPLIES	15.54	REP. & MAINT. - PLANT	601.601.221		Peterson			582	00368
	PLUMBING SUPPLIES	22.45	REP. & MAINT. - PLANT	601.601.221		Peterson			582	00411
	PLUMBING SUPPLIES	24.87	REP. & MAINT. - PLANT	601.601.221		Peterson			582	00504
	PAINT BRUSHES	52.23	ROAD MATERIALS	101.123.239		Potts			582	00041
	MARKING PAINT	39.96	ROAD MATERIALS	101.123.239		Potts			582	00487
	COUPLINGS	12.20	REP. & MAINT. - EQUIPMEN	101.123.221		Rohde			582	00198
	SPRINKLER HEAD	10.99	REP. & MAINT. - EQUIPMEN	101.123.221		Rohde			582	00486
	JANITORIAL SUPPLIES	16.27	JANITORIAL SUPPLIES	101.127.236		Ryken			582	00011
	PVC COUPLING	4.16	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken			582	00018
	HOSE ADAPTER	8.34	REP. & MAINT. - PLANT	601.601.221		Schantz			582	00187
	REC SUPPLIES	28.38	RECREATION SUPPLIES	641.641.242		Schieffer			582	00105
	POOL REPAIRS	48.85	REP. & MAINT. - BUILDING	202.202.223		Snook			582	00035
	PARK REPAIRS	150.86	REP. & MAINT. - BUILDING	201.201.223		Snook			582	00050
	POOL REPAIRS	39.92	REP. & MAINT. - BUILDING	202.202.223		Snook			582	00072
	POOL REPAIRS	49.52	REP. & MAINT. - BUILDING	202.202.223		Snook			582	00215
	POOL REPAIRS	308.70	REP. & MAINT. - BUILDING	202.202.223		Snook			582	00311
	PLUMBING SUPPLIES	18.67	REP. & MAINT. - PLANT	601.601.221		Tramp			582	00010
	TRAIL SUPPLIES	34.90	REP. & MAINT. - EQUIPMEN	204.204.221		Wubben			582	00014
	AGRICULTURAL SUPPLIES	17.94	AGRICULTURAL SUPPLIES	204.204.241		Wubben			582	00161
	AGRICULTURAL SUPPLIES	11.96	AGRICULTURAL SUPPLIES	204.204.241		Wubben			582	00179
	TOOLS	3.98	SMALL TOOLS & HARDWARE	204.204.247		Wubben			582	00285
	TRAIL SUPPLIES	1.90	REP. & MAINT. - EQUIPMEN	204.204.221		Wubben			582	00506
	TRAIL SUPPLIES	15.97	REP. & MAINT. - EQUIPMEN	204.204.221		Wubben			582	00522
		2,163.16	*VENDOR TOTAL							
MEXICO VIEJO RESTAURAN	STAFF APPRECIATION	50.10	RECREATION SUPPLIES	701.701.242		Ferrell			582	00386
MICHAEL TODD	SAFETY CITY SUPPLIES	109.55	OFFICE SUPPLIES	101.111.232		Brandt			582	00243

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MIDWEST LABORATORIES	MONTHLY NUTRIENTS	107.56	PROFESSIONAL SERVICES	611.611.202		Hanson			582	00321
MIDWEST TURF & IRRIGAT	MOWER PARTS	220.22	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich			582	00043
	EQUIPMENT REPAIR	162.35	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich			582	00121
	EQUIPMENT MAINTENANCE	1,848.43	REP. & MAINT. - EQUIPMEN	641.641.221		McHenry			582	00259
		2,231.00	*VENDOR TOTAL							
MYERS TIRE SUPPLY.COM	TIRE REPAIR SUPPLIES	381.02	GARAGE PARTS	801.801.249		Steffen			582	00288
NBS CALIBRATIONS	BALANCE CALIBRATION	186.00	PROFESSIONAL SERVICES	611.611.202		Hanson			582	00458
OLD EBBITT GRILL	CONFERENCE MEAL	24.88	CONFERENCE & MEETINGS	101.101.265		Nelson			582	00048
	CONFERENCE MEAL	15.40	CONFERENCE & MEETINGS	101.102.265		Nelson			582	00059
		40.28	*VENDOR TOTAL							
OLSONS PEST TECHNICIAN	CONTRACTED SERVICES	78.00	CONTRACTED SERVICES-OPER	641.641.204		Jeffers			582	00318
ONE OFFICE SOLUTION	PAPER SHREDDER	235.00	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt			582	00291
	OFFICE SUPPLIES	89.00	OFFICE SUPPLIES	641.641.232		Schieffer			582	00223
	OFFICE SUPPLIES	10.71	OFFICE SUPPLIES	641.641.232		Schieffer			582	00225
	OFFICE SUPPLIES	188.09	OFFICE SUPPLIES	641.641.232		Schieffer			582	00365
	OFFICE CHAIR	237.29	OFFICE SUPPLIES	101.142.232		Schmidt			582	00139
	POOL SIGNS	13.50	RECREATION SUPPLIES	202.202.242		Wattier			582	00006
	POOL SIGNS	6.75	RECREATION SUPPLIES	202.202.242		Wattier			582	00370
		780.34	*VENDOR TOTAL							
OREILLY AUTO #3232	MOWER PARTS	40.65	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich			582	00057
	OIL FILTER	3.97	GARAGE PARTS	801.801.249		Kulhavy			582	00252
	EQUIPMENT REPAIR	23.77	REP. & MAINT. - EQUIPMEN	641.641.221		Metz			582	00013
		68.39	*VENDOR TOTAL							
OTC BRANDS, INC.	SRP PRIZES	137.94	RECREATION SUPPLIES	701.701.242		Raiche			582	00149
OVERDRIVE DIST	DOWNLOADABLE BOOKS	2,745.58	PROFESSIONAL SERVICES	101.142.202		Schmidt			582	00028
PAYPAL *TRIELECTRON	REPAIR PAGERS	111.00	REP. & MAINT. - EQUIPMEN	101.114.221		Kurtenbach			582	00543
PGA MEMBER INFO SRVCS	MEMBERSHIP DUES	549.00	MEMBERSHIP DUES	641.641.261		Jeffers			582	00168

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PHILLIPS 66 - CORNER P TRAVEL EXPENSE	17.59	TRAVEL EXPENSE	641.641.263		Schieffer		582 00540
PIZZA HUT 483800048389 TRAINING-MEAL	12.94	TRAVEL EXPENSE	101.111.263		Pekarek		582 00500
POSTAGE REFILL POSTAGE REFILL	200.00	POSTAGE	101.142.231		Ferrell		582 00140
PP*DISABLED VETERANS BOOK	65.98	BOOKS	101.142.340		Raiche		582 00455
PRANDOMHOUSE8007333000 AUDIOBOOKS	697.50	AV - CAPITAL	101.142.342		Ferrell		582 00345
PRESSING MATTERS PR STORY WALK	37.28	PROGRAM SUPPLIES	101.142.242		Raiche		582 00202
QDOBA 2073 TRAINING-MEAL	10.96	TRAVEL EXPENSE	101.111.263		Nolz		582 00561
QUALITY FLOW SYSTEMS I TSP STATOR AND BACKUP	1,869.49	REP. & MAINT. - PLANT	611.611.221		Hanson		582 00101
RAYMOND GEDDES & COMPA SRP PRIZES	53.56	RECREATION SUPPLIES	701.701.242		Raiche		582 00466
RECORDED BOOKS CD BOOK	86.62	AV - CAPITAL	101.142.342		Dobrovolny		582 00415
RICHIE ZS BRICKHOUSE B MEAL EXPENSE	19.05	CONFERENCE & MEETINGS	101.106.265		Bies		582 00283
RIVERSIDE HYDRAULICS, HYDRAULIC HOSE AND FITT HOSE, ENDS, UNIONS	150.64 66.89 217.53	GARAGE PARTS GARAGE PARTS *VENDOR TOTAL	801.801.249 801.801.249		Steffen Steffen		582 00058 582 00274
RIVISTAS SUBSCRIPTION MAGAZINE SUBSCRIPTION	36.79	SUBSCRIPTIONS & PUBLICAT	101.142.235		Ferrell		582 00049
RME*THE GOLFWORKS GOLF EQUIPMENT	57.00	GOLF EQUIPMENT	641.641.768		Jeffers		582 00075
RON`S AUTO GLASS NEW WINDSHIELD	210.00	GARAGE PARTS	801.801.249		Kulhavy		582 00398
ROYAL SPORT SHOP COMMISSION NAME PLATES	53.51	OFFICE SUPPLIES	101.101.232		Bailey		582 00253

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ROYAL SPORT SHOP	UNIFORM	101.00	UNIFORMS & DRY GOODS	203.203.244		Wattier		582 00438
		154.51	*VENDOR TOTAL					
SCHEELS SIOUX FALLS	UNIFORM	138.98	UNIFORMS	101.111.244		Erickson		582 00110
	UNIFORM	118.00CR	UNIFORMS	101.111.244		Erickson		582 00131
	UNIFORM ALLOWANCE	276.98	UNIFORMS	101.111.244		Erickson		582 00347
		297.96	*VENDOR TOTAL					
SD PROPERTY MANAGEMENT	PARKS SUPPLIES	92.20	REP. & MAINT. - BUILDING	201.201.223		Gleich		582 00349
SF REGIONAL AIRPORT	MEETING	24.00	CONFERENCE & MEETINGS	101.102.265		Nelson		582 00396
SHELL OIL 574424600QPS	FUEL TRAINING	16.01	TRAVEL EXPENSE	101.111.263		Nolz		582 00410
SHELL OIL 57444248405	FUEL TRAINING	29.00	TRAVEL EXPENSE	101.111.263		Nolz		582 00546
SHELL OIL 57444718506	GAS/FUEL	47.30	CONFERENCE & MEETINGS	101.106.265		Bies		582 00300
SHERWIN WILLIAMS 70301	REPAIR SUPPLIES	63.96	REP. & MAINT. - DISTRIBU	601.601.226		Garvey		582 00022
	TRAFFIC PAINT	14.25	ROAD MATERIALS	101.123.239		Gobel		582 00473
	BLACK PAINT	37.99	ROAD MATERIALS	101.123.239		Potts		582 00076
	PAINT/BRUSHES	107.16	ROAD MATERIALS	101.123.239		Rohde		582 00375
	POOL REPAIRS	18.66	REP. & MAINT. - BUILDING	202.202.223		Snook		582 00065
		242.02	*VENDOR TOTAL					
SHOES.COM	BOOT ALLOWANCE	111.81	UNIFORMS	101.111.244		Nolz		582 00235
SOFTWARE-BILL.COM	PDF EDITOR PROGRAM	35.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Yonke		582 00523
SONIC DRIVE IN #4667	TRAINING-MEAL	12.07	TRAVEL EXPENSE	101.111.263		Nolz		582 00457
SP * ELM USA	DISC CLEANING SUPPLIES	137.20	OFFICE SUPPLIES	701.701.232		Reifenrath		582 00005
SQ *SQ *SUPERIOR TECH	FERTILIZER	5,920.00	AGRICULTURAL SUPPLIES	201.201.241		McHenry		582 00459
SQU*SQ *HANSON BRIGGS	PUBLISHING	211.00	ADVERTISING	641.641.211		Schieffer		582 00442

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SQU*SQ *THE RIVERFRONT	MIDWEST CONF. EXPENSES	1,906.20	MIDWEST REGION CONFERENC	201.201.205		Lacroix		582 00135
STAN HOUSTON EQUIPMENT	POOL REPAIR	612.00	REP. & MAINT. - BUILDING	202.202.223		Vanwinkle		582 00248
STURDEVANTS-YANKTON #1	MOWER REPAIR	60.87	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		582 00356
	FUEL FILTER	33.97	GARAGE PARTS	801.801.249		Kulhavy		582 00467
	FUSES	2.45	REP. & MAINT. - EQUIPMEN	101.115.221		Kurtenbach		582 00358
		97.29	*VENDOR TOTAL					
SUBWAY 00220947	TRAINING-MEAL	4.85	TRAVEL EXPENSE	101.111.263		Nolz		582 00435
SUBWAY 00491001	TRAVEL EXPENSE	16.73	TRAVEL EXPENSE	201.201.263		Kortan		582 00298
SWIMOUTLET.COM	WATER AEROBICS BANDS	80.46	RECREATION SUPPLIES	203.203.242		Wattier		582 00230
TAVERN DOWNTOWN	TRAINING-MEAL	10.64	TRAVEL EXPENSE	101.111.263		Nolz		582 00482
	TRAINING-MEAL	11.64	TRAVEL EXPENSE	101.111.263		Pekarek		582 00491
		22.28	*VENDOR TOTAL					
TECHSOUP	LIBRARY EXPENSE	16.00	OFFICE SUPPLIES	101.142.232		Ferrell		582 00276
TESSMAN COMPANY SIOUX	CHEMICALS	2,817.20	CHEMICALS & GASES	641.641.240		Wampol		582 00157
	CHEMICALS	475.00	CHEMICALS & GASES	641.641.240		Wampol		582 00165
	CHEMICALS	709.59	CHEMICALS & GASES	641.641.240		Wampol		582 00210
		4,001.79	*VENDOR TOTAL					
THE ALLEY EXCHANGE	MEAL EXPENSE	6.98	CONFERENCE & MEETINGS	101.106.265		Bies		582 00308
THE LODGE AT DEADWOOD	TRAVEL EXPENSE	12.36	LEARNING	101.127.264		Roinstad		582 00125
THE UPS STORE #6716	SAMPLE SHIPPING	119.59	POSTAGE	601.601.231		Bentley		582 00099
	SAMPLE SHIPPING	121.63	POSTAGE	601.601.231		Chytka		582 00112
	UPS SHIPPING	115.42	POSTAGE	601.601.231		Chytka		582 00376
	WET TEST SHIPPING	274.21	PROFESSIONAL SERVICES	611.611.202		Hanson		582 00481
	POSTAGE	40.27	POSTAGE	641.641.231		Metz		582 00468
		671.12	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TMA YANKTON								
	MOWER REPAIR	38.43	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		582 00052
	EQUIPMENT REPAIR	70.50	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		582 00154
	EQUIPMENT REPAIR	16.72	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		582 00218
	SKID LOADER REPAIR	23.56	REP. & MAINT. - BUILDING	201.201.223		Gleich		582 00359
	TIRES	791.50	GARAGE PARTS	801.801.249		Kulhavy		582 00176
	MOWER TIRE	29.00	GARAGE PARTS	801.801.249		Kulhavy		582 00344
	TIRES	517.24	GARAGE PARTS	801.801.249		Kulhavy		582 00554
	TIRES	510.50	GARAGE PARTS	801.801.249		Robb		582 00092
	TIRES	1,168.56	GARAGE PARTS	801.801.249		Robb		582 00219
	TIRES	870.00	GARAGE PARTS	801.801.249		Robb		582 00242
	TIRES	2,720.00	GARAGE PARTS	801.801.249		Robb		582 00439
	EQUIPMENT REPAIR	13.76	REP. & MAINT. - EQUIPMEN	204.204.221		Wubben		582 00031
		6,769.77	*VENDOR TOTAL					
TMS*A-1 VACUUM AND SEW SERVICE WORK		75.00	REP. & MAINT. - BUILDING	101.125.223		Miles		582 00151
TRANSOURCE TRUCK & EQU THERMASTAT		76.99	GARAGE PARTS	801.801.249		Steffen		582 00077
TRUCK TRAILER SALES & CONTROL BOX		29.85	GARAGE PARTS	801.801.249		Kulhavy		582 00322
HITCH		149.95	GARAGE PARTS	801.801.249		Steffen		582 00138
HUBCAP KIT, WASHER TANK		102.50	GARAGE PARTS	801.801.249		Steffen		582 00271
		282.30	*VENDOR TOTAL					
TURFWERKS OMAHA MOWER SUPPLIES		86.72	REP. & MAINT. - BUILDING	201.201.223		Gleich		582 00536
USA BLUE BOOK REPAIR PARTS		558.23	REP. & MAINT. - DISTRIBU	601.601.226		Garvey		582 00257
USPS PO 4698100078								
	MAIL EVIDENCE	7.50	POSTAGE	101.111.231		Erickson		582 00310
	MAIL EVIDENCE	1.87	POSTAGE	101.111.231		Erickson		582 00353
	BOOK CLUB BAG	11.17	POSTAGE	101.142.231		Ferrell		582 00391
	POSTAGE	8.49	POSTAGE	201.201.231		McHenry		582 00201
	POSTAGE	20.21	POSTAGE	101.142.231		Schmidt		582 00004
		49.24	*VENDOR TOTAL					
VIDDLER INC VIDEO HOSTING		40.00	PROFESSIONAL SERVICES	101.101.202		Johnson		582 00290
VISTAPR*VISTAPRINT.COM								
	SRP CLINGS	202.79	OFFICE SUPPLIES	101.142.232		Ferrell		582 00390
	BUSINESS CARDS	14.98	OFFICE SUPPLIES	101.104.232		Johnson		582 00471
		217.77	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID	LINE
VITALITY MEDICAL INC	MEDICAL SAFETY SUPPLIES	97.75	MEDICAL & SAFETY SUPPLIE	101.111.243		Burgeson		582	00180
VZWRLSS*MY VZ VB P	INTERNET ACCESS	436.13	INTERNET ACCESS	101.105.270		Johnson		582	00129
	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		582	00136
		516.15	*VENDOR TOTAL						
WAL-MART #1483	OFFICE SUPPLIES	26.35	OFFICE SUPPLIES	101.111.232		Brandt		582	00241
	SAFETY CITY SUPPLY	200.00	SAFETY TOWN EXPENDITURES	101.111.251		Burgeson		582	00069
	TIMERS FOR TESTING	19.54	REP. & MAINT. - EQUIPMEN	101.111.221		Burgeson		582	00338
	STAFF APPRECIATION	6.95	RECREATION SUPPLIES	701.701.242		Dobrovolny		582	00249
	DVDS / BOOKS	76.80	AV - CAPITAL	101.142.342		Ferrell		582	00084
	DVDS / BOOKS	38.26	BOOKS	101.142.340		Ferrell		582	00085
	DVDS / BOOKS	125.45	RECREATION SUPPLIES	701.701.242		Ferrell		582	00086
	OFFICE SUPPLIES	8.60	OFFICE SUPPLIES	641.641.232		Jeffers		582	00212
	ENTREE	19.94	ENTREE	641.641.710		Jeffers		582	00414
	DVDS / PROGRAMMING	47.62	AV - CAPITAL	101.142.342		Raiche		582	00501
	DVDS / PROGRAMMING	9.29	PROGRAM SUPPLIES	101.142.242		Raiche		582	00502
	ENTREE	34.56	ENTREE	641.641.710		Schieffer		582	00162
	GAS/ENTREE	43.82	REP. & MAINT. - EQUIPMEN	641.641.221		Schieffer		582	00269
	GAS/ENTREE	10.44	REP. & MAINT. - EQUIPMEN	641.641.221		Schieffer		582	00270
	ENTREE	3.92	ENTREE	641.641.710		Schieffer		582	00279
	ENTREE	11.56	ENTREE	641.641.710		Schieffer		582	00498
	FRUIT FOR FRIDAY	26.95	RECREATION SUPPLIES	203.203.242		Wattier		582	00002
	FRUIT FOR FRIDAY	25.96	RECREATION SUPPLIES	203.203.242		Wattier		582	00142
	FRUIT FOR FRIDAY	17.42	RECREATION SUPPLIES	203.203.242		Wattier		582	00287
	FRUIT FOR FRIDAY	32.05	RECREATION SUPPLIES	203.203.242		Wattier		582	00423
		785.48	*VENDOR TOTAL						
WAL-MART #3734	PROGRAMMING	35.96	PROGRAM SUPPLIES	101.142.242		Raiche		582	00461
WALGREENS #9806	OFFICE SUPPLIES	19.27	OFFICE SUPPLIES	201.201.232		McHenry		582	00472
WEF MAIN	MEMBERSHIP DUES	90.00	MEMBERSHIP DUES	611.611.261		Hanson		582	00056
WENDYS #2621	TRAINING-MEAL	7.12	TRAVEL EXPENSE	101.111.263		Nolz		582	00508
WEST MARINE #300	CABINET FOR 20" DIA. LIF	199.99	MEDICAL & SAFETY SUPPLIE	201.201.243		Larson		582	00292
	CABINET AND 20" DIA. LIF	249.99	MEDICAL & SAFETY SUPPLIE	201.201.243		Larson		582	00296
		449.98	*VENDOR TOTAL						
WISE HEAVY EQ OMAHA 01	PULLEY, BEARING	170.50	GARAGE PARTS	801.801.249		Steffen		582	00355

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WM SUPERCENTER #1483								
	FERTILIZER	152.58	AGRICULTURAL SUPPLIES	621.621.241		Bornitz		582 00331
	PTL CAR CAMERA REPLACEME	149.00	REP. & MAINT. - EQUIPMEN	101.111.221		Burgeson		582 00042
	PAPER TOWELS	34.94	JANITORIAL SUPPLIES	601.601.236		Chytka		582 00362
	DVD'S,/OFFICE SUPPLIES	40.88	AV - CAPITAL	101.142.342		Dobrovolny		582 00340
	DVD'S,/OFFICE SUPPLIES	3.00	OFFICE SUPPLIES	101.142.232		Dobrovolny		582 00341
	DVD'S,/OFFICE SUPPLIES	7.26	PROGRAM SUPPLIES	101.142.242		Dobrovolny		582 00342
	DVD'S,/OFFICE SUPPLIES	11.94	RECREATION SUPPLIES	701.701.242		Dobrovolny		582 00343
	OFFICE SUPPLIES	21.24	OFFICE SUPPLIES	101.142.232		Ferrell		582 00071
	PRINTER INK	37.28	REP. & MAINT. - PLANT	601.601.221		Goodmanson		582 00456
	FLOWERS	77.36	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582 00116
	POTTING SOIL	274.68	AGRICULTURAL SUPPLIES	201.201.241		Kortan		582 00239
	PLANNER	7.87	OFFICE SUPPLIES	101.142.232		Lippert		582 00260
	MEETING PHONE	19.88	OFFICE SUPPLIES	101.105.232		Peters		582 00054
	JANITORIAL SUPPLIES	16.73	OFFICE SUPPLIES	637.637.232		Robb		582 00313
	JANITORIAL SUPPLIES	12.90	OFFICE SUPPLIES	801.801.232		Robb		582 00314
	JANITORIAL SUPPLIES	3.94	GARAGE PARTS	801.801.249		Robb		582 00315
	JANITORIAL SUPPLIES	13.94	MEDICAL & SAFETY SUPPLIE	101.123.243		Robb		582 00316
	JANITORIAL SUPPLIES	9.97	OPERATING SUPPLIES & MAT	637.637.240		Robb		582 00317
	ENTREE	13.83	ENTREE	641.641.710		Schieffer		582 00238
	ENTREE	55.68	ENTREE	641.641.710		Schieffer		582 00299
	ENTREE	40.44	ENTREE	641.641.710		Schieffer		582 00337
	ENTREE	24.62	ENTREE	641.641.710		Schieffer		582 00405
	OFFICE SUPPLIES	18.90	OFFICE SUPPLIES	101.142.232		Schmidt		582 00009
	POOL REPAIRS	39.97	REP. & MAINT. - BUILDING	202.202.223		Snook		582 00181
	REC SUPPLIES	7.67	RECREATION SUPPLIES	203.203.242		Wattier		582 00197
		1,096.50	*VENDOR TOTAL					
WM SUPERCENTER #3734								
	DVDS / SRP PRIZES / PROG	43.88	AV - CAPITAL	101.142.342		Raiche		582 00231
	DVDS / SRP PRIZES / PROG	63.79	RECREATION SUPPLIES	701.701.242		Raiche		582 00232
	DVDS / SRP PRIZES / PROG	10.26	PROGRAM SUPPLIES	101.142.242		Raiche		582 00233
		117.93	*VENDOR TOTAL					
WW GRAINGER								
	PLUMBING SUPPLIES	18.90	REP. & MAINT. - PLANT	601.601.221		Chytka		582 00511
	JANITORIAL SUPPLIES	154.81	JANITORIAL SUPPLIES	101.142.236		Reifenrath		582 00422
	SHELVING PROJECT	37.64	REP. & MAINT. - EQUIPMEN	101.142.221		Reifenrath		582 00428
		211.35	*VENDOR TOTAL					
X-TREME CAR WASH								
	K9 RENO WASH	13.00	PROFESSIONAL SERVICES	101.111.202		Pekarek		582 00117
XACT XPRESSIONS INC								
	JUNIOR GOLF SUMMER PROGR	537.47	RECREATION SUPPLIES	641.641.242		Jeffers		582 00044
YANKTON AREA CHAMBER O								
	CHAMBER LUNCHEON	30.00	CONFERENCE & MEETINGS	101.106.265		Goeden		582 00413

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTON PIZZA RANCH	PROGRAM SUPPLIES-TEENS	31.00	PROGRAM SUPPLIES	101.142.242		Dobrovolny		582 00403
YANKTON WINNELSON CO	SUPPLIES	29.49	REP. & MAINT. - BUILDING	101.141.223		Miles		582 00542
	PARK REPAIRS	137.85	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00055
	PARK SUPPLIES	109.45	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00437
	BATHROOM REPAIR	123.28	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00541
	BATHROOM REPAIR	129.99	REP. & MAINT. - BUILDING	201.201.223		Snook		582 00551
		530.06	*VENDOR TOTAL					
YANKTONMEDIAINC	SUBSCRIPTION	139.64	SUBSCRIPTIONS & PUBLICAT	201.201.235		McHenry		582 00216
ZIMCO SUPPLY CO	REC/CHEMICALS	1,172.00	RECREATION SUPPLIES	641.641.242		Wampol		582 00431
	REC/CHEMICALS	95.75	RECREATION SUPPLIES	641.641.242		Wampol		582 00432
	REC/CHEMICALS	515.13	CHEMICALS & GASES	641.641.240		Wampol		582 00433
	REC/CHEMICALS	318.08	CHEMICALS & GASES	641.641.240		Wampol		582 00434
		2,100.96	*VENDOR TOTAL					
1020 M&S DC K STREET	CONFERENCE MEALS	436.30	CONFERENCE & MEETINGS	101.101.265		Nelson		582 00089

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
	REPORT TOTALS:	96,701.08						

RECORDS PRINTED - 000568

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	26,525.77
201	PARKS AND RECREATION	23,093.56
202	PARK IMPROVEMENT	1,970.64
203	SUMMIT ACTIVITY CENTER	3,333.84
204	MARNE CREEK	505.24
211	LODGING SALES TAX	291.00
601	WATER OPERATION	7,003.29
611	WASTE WATER OPERATION	4,270.97
621	CEMETERY OPERATION	1,375.18
637	JOINT POWER	589.31
641	GOLF COURSE	14,349.53
701	LIBRARY TRUST	1,304.68
801	CENTRAL GARAGE	12,088.07
TOTAL ALL FUNDS		96,701.08

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	96,701.08
TOTAL ALL BANKS		96,701.08

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

DATE APPROVED BY

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ACE HARDWARE EQUIPMENT	8.59	REP. & MAINT. - EQUIPMEN	641.641.221		31999512	077521	P 570 00001
ADAMS/BRENT REFUND	298.00	SAC PROGRAMS	203.3746		5.29.18	077528	P 572 00006
REFUND	19.37	SALES TAX PAYABLE	203.2073		5.29.18	077528	P 572 00007
	317.37	*VENDOR TOTAL					
ALERT MAGAZINE LLC ADVERTISEMENT	195.00	ADVERTISING	203.203.211		8493	077432	P 553 00003
ALL STAR PRO GOLF INC RECREATION SUPPLIES	79.27	RECREATION SUPPLIES	641.641.242		INVA1557	019426	P 553 00005
AM&E INC GOLF TOWELS	301.68	MERCHANDISE	641.641.766		641152	019422	P 553 00006
APPLIED CONCEPTS INC RADAR	255.00	REP. & MAINT. - EQUIPMEN	101.111.221		326679	017395	P 553 00002
POSTAGE	20.00	POSTAGE	101.111.231		326679	017395	P 553 00086
	275.00	*VENDOR TOTAL					
AUTO VALUE PARTS STORE FILTERS	170.44	GARAGE PARTS	801.801.249		12612/650/648	077474	P 553 00007
FILTERS	29.42	ROAD MATERIALS	101.123.239		12612/650/648	077474	P 553 00008
FILTERS	18.93	GARAGE PARTS	801.801.249		12612/650/648	077474	P 553 00009
FILTERS	411.60	GARAGE PARTS	801.801.249		13105/13158	077841	P 570 00003
OIL	50.94	GARAGE PARTS	801.801.249		449012617	077463	P 553 00001
FILTERS	229.89	GARAGE PARTS	801.801.249		449012869	077476	P 570 00002
DISKS	104.86	REP. & MAINT. - EQUIPMEN	101.123.221		449013283	077471	P 570 00004
FILTERS	107.44	GARAGE PARTS	801.801.249		449013362	077482	P 570 00006
BATTERY	239.10	GARAGE PARTS	801.801.249		449013381	077483	P 570 00005
	1,362.62	*VENDOR TOTAL					
AVERA EDUCATION & STAFFI CPR TRAINING	120.00	CONFERENCE & MEETINGS	101.142.265		2693	077701	P 572 00002
CPR TRAINING	20.00	CONFERENCE & MEETINGS	101.127.265		2693	077701	P 572 00003
CPR TRAINING	80.00	CONFERENCE & MEETINGS	201.201.265		2693	077701	P 572 00004
CPR TRAINING	20.00	CONFERENCE & MEETINGS	641.641.265		2693	077701	P 572 00005
	240.00	*VENDOR TOTAL					
AVERA SACRED HEART HOSPI DOT CDL DRUG/ALCOH TESTS	58.00	PROFESSIONAL SERVICES	101.123.202		31931	019131	P 572 00001
BARTLETT & WEST INC GRAVITY SEWER CONSTRUCT	25,387.66	LIFT STATION GRAVITY MAI	611.611.328		317-954-283	016195	P 572 00008
BIERSCHBACH EQUIP & SUPP CONCRETE MATERIALS	2,138.00	ROAD MATERIALS	101.123.239		03547125	019372	P 553 00011

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
BIERSCHBACH EQUIP & SUPP	CONCRETE SUPPLIES	1,352.70	ROAD MATERIALS	101.123.239		03547505	019383	P	570	00008
		3,490.70	*VENDOR TOTAL							
BROCK WHITE COMPANY LLC	CONCRETE COLD PATCH	1,116.90	ROAD MATERIALS	101.123.239		12886811-00	019384	P	570	00007
BRUNKEN/JEFF	SAND VOLLEYBALL REFUND	187.79	ADULT RECREATION LEAGUES	203.3744		5.3.18	077433	P	553	00012
	SAND VOLLEYBALL REFUND	12.21	SALES TAX PAYABLE	203.2073		5.3.18	077433	P	553	00088
		200.00	*VENDOR TOTAL							
BUHL'S LAUNDRY CLEANERS	UNIFORM ALTERATION	12.00	UNIFORMS	101.111.244		17045	017394	P	553	00010
CALLAWAY GOLF	GOLF HEADWEAR	344.37	GOLF CAPS/VISORS	641.641.764		928996369	019424	P	553	00019
	GOLF EQUIPMENT	1,142.92	GOLF EQUIPMENT	641.641.768		928996370	019425	P	553	00018
	GOLF EQUIPMENT	417.42	GOLF EQUIPMENT	641.641.768		929016830	019423	P	553	00020
	GOLF EQUIPMENT	139.14	GOLF EQUIPMENT	641.641.768		929031484	019430	P	553	00029
	GOLF EQUIPMENT	257.13	GOLF EQUIPMENT	641.641.768		929051320	019431	P	553	00030
	GOLF BALLS	123.00	GOLF BALLS	641.641.760		929066178	019443	P	553	00014
	GOLF BALLS	483.00	GOLF BALLS	641.641.760		929066190	019442	P	553	00013
	GOLF BALLS	209.22	GOLF BALLS	641.641.760		929119207	019447	P	570	00010
		3,116.20	*VENDOR TOTAL							
CASH-WA DISTRIBUTING	SNACKS	745.82	ENTREE	641.641.710		11500656	019467	P	570	00042
CEDAR COUNTY VETERINARY	VET SERVICES	15.00	ANIMAL SHELTER SUPPLIES	101.113.246		22687	017396	P	553	00023
CEDAR KNOX PUBLIC POWER	ELECT	503.34	ELECTRICITY	601.601.272		5.8.18	005176	P	553	00021
	ELECT	412.55	ELECTRICITY	201.201.272		5.8.18	005243	P	553	00022
		915.89	*VENDOR TOTAL							
CENTURYLINK	PHONE	581.26	TELEPHONE	101.111.271		5.25.18	002829	P	570	00043
	PHONE	168.48	TELEPHONE	101.123.271		5.25.18	002829	P	570	00044
	PHONE	83.10	TELEPHONE	601.601.271		5.25.18	003059	P	570	00045
	PHONE	83.10	TELEPHONE	611.611.271		5.25.18	003059	P	570	00046
	PHONE	83.20	TELEPHONE	601.601.271		5.25.18	002828	P	572	00028
	PHONE	166.40	TELEPHONE	611.611.271		5.25.18	002828	P	572	00029
	PHONE	4.37	TELEPHONE	101.102.271		5.29.18	002262	P	572	00014
	PHONE	7.85	TELEPHONE	101.104.271		5.29.18	002262	P	572	00015
	PHONE	3.58	TELEPHONE	101.122.271		5.29.18	002262	P	572	00016
	PHONE	19.11	TELEPHONE	101.111.271		5.29.18	002262	P	572	00017
	PHONE	10.09	TELEPHONE	101.114.271		5.29.18	002262	P	572	00018
	PHONE	0.26	TELEPHONE	101.115.271		5.29.18	002262	P	572	00019
	PHONE	1.09	TELEPHONE	101.123.271		5.29.18	002262	P	572	00020

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CENTURYLINK								
	PHONE	1.66	TELEPHONE	101.127.271		5.29.18	002262	P 572 00021
	PHONE	4.21	TELEPHONE	201.201.271		5.29.18	002262	P 572 00022
	PHONE	4.53	TELEPHONE	601.601.271		5.29.18	002262	P 572 00023
	PHONE	2.30	TELEPHONE	611.611.271		5.29.18	002262	P 572 00024
	PHONE	1.53	TELEPHONE	637.637.271		5.29.18	002262	P 572 00025
	PHONE	3.26	TELEPHONE	801.801.271		5.29.18	002262	P 572 00026
	PHONE	52.97	TELEPHONE	611.611.271		5.29.18	003065	P 572 00027
		1,282.35	*VENDOR TOTAL					
CHESTERMAN COMPANY								
	POP	833.07	POP	641.641.720		1868185/868087	019464	P 553 00026
	POP	202.08	POP	641.641.720		566-719	019477	P 572 00012
		1,035.15	*VENDOR TOTAL					
CHRISTENSEN RADIATOR & R								
	PLOW EDGE	169.35	REP. & MAINT. - EQUIPMEN	101.114.221		23492	075891	P 553 00082
CITY OF SIOUX FALLS								
	LAB TESTS	14.50	PROFESSIONAL SERVICES	601.601.202		11806	018915	P 553 00024
CITY OF VERMILLION								
	JT POWER CASH TRANS	72,958.90	COST OF SERVICE PROVIDED	637.637.206		6.1.18	003067	P 580 00001
CITY OF YANKTON-PARKS								
	LANDFILL CHARGES	201.00	LANDFILL	201.201.276		5.15.18	003889	P 570 00040
CITY UTILITIES								
	WATER/WASTE WATER CHARGE	136.65	WATER SERVICE	101.127.274		5.18.18	002642	P 570 00011
	WATER/WASTE WATER CHARGE	60.19	WASTEWATER SERVICE	101.127.275		5.18.18	002642	P 570 00012
	WATER/WASTE WATER CHARGE	41.58	LANDFILL	101.127.276		5.18.18	002642	P 570 00013
	WATER/WASTE WATER CHARGE	131.53	WATER SERVICE	101.125.274		5.18.18	002642	P 570 00014
	WATER/WASTE WATER CHARGE	56.65	SEWER SERVICE	101.125.275		5.18.18	002642	P 570 00015
	WATER/WASTE WATER CHARGE	197.64	WATER	637.637.274		5.18.18	002642	P 570 00016
	WATER/WASTE WATER CHARGE	113.30	WW SERVICE	637.637.275		5.18.18	002642	P 570 00017
	WATER/WASTE WATER CHARGE	20.79	LANDFILL	637.637.276		5.18.18	002642	P 570 00018
	WATER/WASTE WATER CHARGE	131.39	WATER SERVICE	101.114.274		5.18.18	002642	P 570 00019
	WATER/WASTE WATER CHARGE	25.25	SEWER SERVICE	101.114.275		5.18.18	002642	P 570 00020
	WATER/WASTE WATER CHARGE	55.36	WATER SERVICE	631.631.274		5.18.18	002642	P 570 00021
	WATER/WASTE WATER CHARGE	27.30	SEWER SERVICE	631.631.275		5.18.18	002642	P 570 00022
	WATER/WASTE WATER CHARGE	71.66	WATER PURCHASED	801.801.274		5.18.18	002642	P 570 00023
	WATER/WASTE WATER CHARGE	62.52	SEWER SERVICE	801.801.275		5.18.18	002642	P 570 00024
	WATER/WASTE WATER CHARGE	20.79	LANDFILL	801.801.276		5.18.18	002642	P 570 00025
	WATER/WASTE WATER CHARGE	1,689.36	WATER SERVICE	201.201.274		5.18.18	002642	P 570 00026
	WATER/WASTE WATER CHARGE	212.31	SEWER SERVICE	201.201.275		5.18.18	002642	P 570 00027
	WATER/WASTE WATER CHARGE	708.41	WATER SERVICE	611.611.274		5.18.18	002642	P 570 00028
	WATER/WASTE WATER CHARGE	187.03	WATER SERVICE	101.141.274		5.18.18	002642	P 570 00029
	WATER/WASTE WATER CHARGE	115.35	SEWER SERVICE	101.141.275		5.18.18	002642	P 570 00030
	WATER/WASTE WATER CHARGE	252.79	WATER SERVICE	641.641.274		5.18.18	002642	P 570 00031
	WATER/WASTE WATER CHARGE	130.91	SEWER SERVICE	641.641.275		5.18.18	002642	P 570 00032
	WATER/WASTE WATER CHARGE	414.79	WATER SERVICE	203.203.274		5.18.18	002642	P 570 00033

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CITY UTILITIES										
	WATER/WASTE WATER CHARGE	80.13	SEWER SERVICE	203.203.275		5.18.18	002642	P	570	00034
	WATER/WASTE WATER CHARGE	310.19	WATER SERVICE	601.601.274		5.18.18	002642	P	570	00035
	WATER/WASTE WATER CHARGE	105.31	WATER SERVICE	101.142.274		5.23.18	002793	P	571	00001
	WATER/WASTE WATER CHARGE	80.13	SEWER SERVICE	101.142.275		5.23.18	002793	P	571	00002
		5,439.31	*VENDOR TOTAL							
CLARK'S RENTAL										
	EQUIPMENT RENTAL	25.00	ROAD MATERIALS	101.123.239		265280	076988	P	553	00017
CLEVELAND GOLF										
	GOLF EQUIPMENT	291.60	GOLF EQUIPMENT	641.641.768		5373207SO	019105	P	553	00015
	GOLF BALLS	126.90	GOLF BALLS	641.641.760		5373207SO	019105	P	553	00016
		418.50	*VENDOR TOTAL							
COLE PAPERS INC.										
	STATIONARY/CUPS	401.70	JANITORIAL SUPPLIES	641.641.236		942361/9426006	019466	P	570	00041
	JANITORIAL SUPPLIES	127.62	JANITORIAL SUPPLIES	641.641.236		9430470	019472	P	572	00009
		529.32	*VENDOR TOTAL							
CONCRETE MATERIAL										
	CONCRETE SUPPLIES	1,889.00	ROAD MATERIALS	101.123.239		861-223-323	019378	P	570	00009
CONDUENT ENTERPRISES SOL										
	MAINT PROGRAM SUPPORT	1,338.38	PROFESSIONAL SERVICES -	101.104.202		5.21.18	003925	P	570	00036
	MAINT PROGRAM SUPPORT	319.84	PROFESSIONAL SERVICES	601.601.202		5.21.18	003925	P	570	00037
	MAINT PROGRAM SUPPORT	359.82	PROFESSIONAL SERVICES	611.611.202		5.21.18	003925	P	570	00038
	MAINT PROGRAM SUPPORT	119.96	PROFESSIONAL SERVICES	631.631.202		5.21.18	003925	P	570	00039
		2,138.00	*VENDOR TOTAL							
CONKLING DIST/JOHN A										
	BEER	1,229.25	BEER	641.641.718		0723/1024	019462	P	553	00027
	BEER	946.45	BEER	641.641.718		0823/0920	019461	P	553	00028
	BEER	474.55	BEER	641.641.718		1124-1229	019478	P	572	00013
		2,650.25	*VENDOR TOTAL							
CORE & MAIN										
	PARTS	379.32	REP. & MAINT. - DISTRIBU	601.601.226		I726518	018839	P	572	00011
	PARTS	298.24	REP. & MAINT. - DISTRIBU	601.601.226		I834773	018842	P	572	00010
		677.56	*VENDOR TOTAL							
COUNTRY PRIDE COOPERATIV										
	OIL	46.48	GARAGE GASOLINE & LUBRIC	801.801.238		130392	017183	P	553	00025
CREDIT COLLECTION SERVIC										
	UTILITY COLLECTIONS	34.11	PROFESSIONAL SERVICES	601.601.202		5.15.18	001858	P	553	00031
	UTILITY COLLECTIONS	4.41	PROFESSIONAL SERVICES	611.611.202		5.15.18	001858	P	553	00087
		38.52	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
D & G CONCRETE CONST.	WCLR FROM 9TH ST TO 31ST	274,101.40	WEST CITY LIMITS ROAD	506.572.385		5.29.18	014105	P	572	00032
DAKOTA BEVERAGE CO INC	BEER	5,060.20	BEER	641.641.718		79638/204/193W	019465	P	553	00032
DANKO EMERGENCY EQUIPMEN	ROPE	91.43	SMALL TOOLS & HARDWARE	101.114.247		93649	014865	P	553	00078
DAVIS/DAN	SIDEWALK OVERSIZING	1,064.70	BUILDINGS & STRUCTURES	101.123.320		5.29.18	019230	P	572	00033
DEPT OF CORRECTIONS	DOC PROGRAM	139.93	REP. & MAINT. - BUILDING	201.201.223		C18D8482	077518	P	570	00075
	DOC PROGRAM	139.93	REP. & MAINT. - TRAIL	204.204.223		C18D8482	077518	P	570	00103
	DOC PROGRAM	139.93	REP. & MAINT. - BUILDING	621.621.223		C18D8482	077518	P	570	00104
	DOC PROGRAM	139.94	REP. & MAINT. - BUILDING	641.641.223		C18D8482	077518	P	570	00105
		559.73	*VENDOR TOTAL							
DEPT OF REVENUE	LAB TESTS	296.00	PROFESSIONAL SERVICES	601.601.202		10582292	019644	P	572	00030
	LAB TESTS	60.00	PROFESSIONAL SERVICES	203.203.202		10582292	019644	P	572	00031
		356.00	*VENDOR TOTAL							
EHRESMANN ENGINEERING IN	CUTTING EDGE	338.60	GARAGE PARTS	801.801.249		S14955	077464	P	553	00034
ETHANOL PRODUCTS LLC	CARBON DIOXIDE	1,370.40	CHEMICALS & GASES	601.601.240		2208921	018913	P	553	00033
FEJFAR PLUMBING INC	IRRIGATION	824.77	4TH ST RECONSTRUCT-CITY	506.572.395		50448	077517	P	553	00036
	REPAIRS	507.66	REP. & MAINT. - COLLECTI	611.611.226		50454	018844	P	572	00037
		1,332.43	*VENDOR TOTAL							
FERGUSON WATER WORKS SUP	WATER METERS	2,283.76	REP. & MAINT. - DISTRIBU	601.601.226		281693	018845	P	572	00035
	WATER METERS	2,283.77	REP. & MAINT. - COLLECTI	611.611.226		281693	018845	P	572	00036
		4,567.53	*VENDOR TOTAL							
FINANCE, DEPT OF	RESTAURANT LICENSE	15.00	LICENSES	641.641.209		5.15.18	019469	P	553	00035
FLANNERY/KIRT	OFFICER STIPEND	25.00	PROFESSIONAL SERV.-VOLUN	101.114.202		5.17.18	005653	P	580	00002
FRICK/ADAM	OFFICER STIPEND	25.00	PROFESSIONAL SERV.-VOLUN	101.114.202		5.17.18	005653	P	580	00003

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
FRICK/BRIAN	OFFICER STIPEND	65.00	PROFESSIONAL SERV.-VOLUN	101.114.202		5.31.18	005649	P	580	00004
FRONTIER MILLS INC	GRASS SEED	134.20	AGRICULTURAL SUPPLIES	204.204.241		63244	077291	P	570	00047
GEOTEK ENG & TESTING SER	H2O PURIFICATION	851.60	WATER TREATMENT FACILITY	602.602.326		17973C3-IN	016156	P	572	00038
	H2O PURIFICATION	8,479.00	WATER TREATMENT FACILITY	602.602.326		5.29.18	002105	P	572	00040
		9,330.60	*VENDOR TOTAL							
GERSTNER OIL CO	OIL	5,689.20	GARAGE GASOLINE & LUBRIC	801.801.238		23122	019375	P	570	00050
	JET FUEL	21,412.34	GARAGE GASOLINE & LUBRIC	101.127.238		41321	017317	P	572	00042
		27,101.54	*VENDOR TOTAL							
GOOD-LAND PUMP INC	REPAIRS	9,601.48	REP. & MAINT. - COLLECTI	611.611.226		957	016157	P	572	00041
GOODIN/CHALEE	LIFEGUARD REIMBURSMENT	140.00	RED CROSS LESSON-SAC	203.3484		4.24.18	077516	P	570	00048
	LIFEGUARD REIMBURSMENT	9.10	SALES TAX PAYABLE	203.2073		4.24.18	077516	P	570	00049
		149.10	*VENDOR TOTAL							
GRAYMONT CAPITAL INC	LIME	4,684.68	CHEMICALS & GASES	601.601.240		119350	018908	P	572	00039
	LIME	4,726.54	CHEMICALS & GASES	601.601.240		120562	018917	P	553	00037
	LIME	4,733.82	CHEMICALS & GASES	601.601.240		120962	019641	P	570	00051
	LIME	4,739.28	CHEMICALS & GASES	601.601.240		121239	018912	P	580	00005
		18,884.32	*VENDOR TOTAL							
HANSON BRIGGS ADVERTISIN	WATER BOTTLES	648.76	STORM WATER II REQUIREME	101.123.285		21439	019355	P	553	00040
HAWKINS INC	CREDIT	1,612.35CR	CHEMICALS & GASES	203.203.240		4226891	077901	P	570	00052
	CHEMICALS	934.30	CHEMICALS & GASES	203.203.240		4270417	077508	P	553	00039
	CHLORINE	5,016.00	CHEMICALS & GASES	601.601.240		4275799	018914	P	553	00038
	CHEMICALS	691.38	CHEMICALS & GASES	203.203.240		4278128	077511	P	570	00054
	CHLORINE	5,016.00	CHEMICALS & GASES	601.601.240		4283627	019642	P	570	00055
	CHEMICALS	755.50	CHEMICALS & GASES	203.203.240		4286395	077513	P	572	00043
	CHEMICALS	2,552.85	CHEMICALS & GASES	601.601.240		4289008	019645	P	572	00045
	CHEMICALS	224.00	CHEMICALS & GASES	203.203.240		4289019	077529	P	580	00007
	CHEMICALS	3,329.97	CHEMICALS & GASES	202.202.240		4290089	077515	P	580	00006
	CHEMICALS	2,821.50	CHEMICALS & GASES	601.601.240		4290103	019646	P	572	00108
		19,729.15	*VENDOR TOTAL							
HDR ENGINEERING INC	WATER PLANT CONSTRUCTION	67,227.64	WATER TREATMENT FACILITY	602.602.326		1200122584	016185	P	572	00044

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HEIMAN FIRE EQUIPMENT IN	BUNKER GEAR	18,871.74	EQUIPMENT	101.114.350		868696/868697	017008	P	553	00079
HUBER/MARLON	SIDEWALK REIMBURSEMENT	682.50	BUILDINGS & STRUCTURES	101.123.320		5.23.2018	019231	P	570	00056
HYVEE	CONFERENCE	2,449.00	MIDWEST REGION CONFERENC	201.201.205		4368846	077522	P	570	00053
INLAND TRUCK PARTS CO.	BRAKE KITS	40.73	GARAGE PARTS	801.801.249		056165	077479	P	553	00041
J & H CARE & CLEANING CO	JANITORIAL SERVICES	2,800.00	CONTRACTED SERVICES	203.203.204		10178	077523	P	570	00057
JOHNSON BROS OF SOUTH DA	WINE	36.00	BEER	641.641.718		1772222	016619	P	572	00047
JOHNSON CONTROLS, INC.	BOILER REPAIR	1,119.36	REP. & MAINT. - PLANT	601.601.221		1-65298428575	018916	P	553	00042
	BOILER REPAIR	4,841.38	REP. & MAINT. - PLANT	611.611.221		1-66448868716	181007	P	572	00048
		5,960.74	*VENDOR TOTAL							
JOHNSON ROOFING INC/ROY	ROOF REPAIR SUPPLIES	9.85	REP. & MAINT. - BUILDING	101.142.223		3001	019237	P	572	00049
JONES CONSTRUCTION/JOHN	WATER PLANT CONSTRUCTION	885,134.91	WATER TREATMENT FACILITY	602.602.326		223788	016186	P	572	00046
KAISER HEATING & COOLING	HEATER REPAIR	170.02	REP. & MAINT. - BUILDING	101.114.223		S-54413	014863	P	553	00081
	REPAIRS	447.85	REP. & MAINT. - BUILDING	101.125.223		S-54656	019236	P	572	00052
	NEW COIL FOR AC	1,765.31	REP. & MAINT. - BUILDING	641.641.223		S-54803	019073	P	572	00051
	COLLECTOR WELL SERVICE	168.27	REP. & MAINT. - PLANT	601.601.221		S-54914	019592	P	572	00050
		2,551.45	*VENDOR TOTAL							
KAISER REFRIGERATION INC	EQUIPMENT	3,554.00	EQUIPMENT	101.123.350		5.8.2018	019374	P	570	00060
	CO2 TANK REPAIR	330.00	REP. & MAINT. - PLANT	601.601.221		72099	019643	P	570	00061
		3,884.00	*VENDOR TOTAL							
KEPPLINGER/KERRY	CONFERENCE	800.00	MIDWEST REGION CONFERENC	201.201.205		3683-48	077519	P	570	00059
KLEINS TREE SERVICE	TREE REMOVAL	450.00	CONTRACTED SERVICES - OP	201.201.204		1125	077524	P	570	00058
	LABOR	4,200.00	CONTRACTED SERVICES - OP	201.201.204		1136	077527	P	572	00053
		4,650.00	*VENDOR TOTAL							

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
LARRY'S HEATING & COOLIN	STOVE REPAIR	63.85	REP. & MAINT. - BUILDING	101.114.223		23940	014864	P	553	00080
	AC REPAIRS	268.38	REP. & MAINT. - BUILDING	101.141.223		5965	019238	P	572	00054
		332.23	*VENDOR TOTAL							
LEWIS & CLARK BHS	EMPLOYMENT SCREENING	315.00	PROFESSIONAL SERVICES	101.111.202		5.15.18	017399	P	553	00045
	EMPLOYMENT SCREENING	315.00	PROFESSIONAL SERVICES	101.111.202		5.7.18	017391	P	553	00044
		630.00	*VENDOR TOTAL							
LOCATORS & SUPPLIES INC	FREIGHT	99.12	ROAD MATERIALS	101.123.239		0265410	077477	P	553	00043
	STREETS EQUIPMENT	20,378.08	EQUIPMENT	101.123.350		265187/411/894	019365	P	570	00062
		20,477.20	*VENDOR TOTAL							
LONG'S PROPANE INC	PROPANE	500.00	CHEMICALS & GASES	641.641.240		78193	076671	P	572	00055
MCGRATH NORTH MULLIN & K	PROFESSIONAL SERVICES	3,900.00	PROFESSIONAL SERVICES	101.103.202		513084	019277	P	553	00046
MENARDS	SURVEY MATERIALS	131.98	OFFICE SUPPLIES	101.122.232		36574	072809	P	572	00058
MERKEL ELECTRIC	SERVICE	66.33	REP. & MAINT. - EQUIPMEN	101.127.221		7605	019213	P	572	00057
METROPOLITAN COMPOUNDS I	WEED KILLER	572.69	AGRICULTURAL SUPPLIES	101.127.241		70251	019212	P	572	00059
MIDAMERICAN ENERGY	FUEL	530.23	FUEL-HEATING	101.127.273		5.15.18	003254	P	572	00061
	FUEL	216.62	FUEL-HEATING	801.801.273		5.15.18	003254	P	572	00062
	FUEL	134.47	FUEL-HEATING	101.125.273		5.15.18	003254	P	572	00063
	FUEL	505.90	ROAD MATERIALS	101.123.239		5.15.18	003254	P	572	00064
	FUEL	268.97	FUEL-HEATING	101.114.273		5.15.18	003253	P	572	00065
	FUEL	130.52	FUEL-HEATING	641.641.273		5.15.18	003253	P	572	00066
	FUEL	15.00	FUEL-HEATING	202.202.273		5.15.18	003253	P	572	00067
	FUEL	309.01	FUEL-HEATING	201.201.273		5.15.18	003253	P	572	00068
	FUEL	16.00	FUEL-GENERATOR	101.115.273		5.15.18	003252	P	572	00069
	FUEL	163.76	FUEL-HEATING	101.141.273		5.15.18	003252	P	572	00070
	FUEL	1,065.32	HEATING FUEL - GAS	637.637.273		5.15.18	003252	P	572	00071
	FUEL	1,561.07	FUEL-HEATING	601.601.273		5.15.18	003252	P	572	00072
	FUEL	15.00	FUEL-HEATING	101.142.273		5.23.18	002794	P	571	00004
		4,931.87	*VENDOR TOTAL							
MIDAMERICAN ENERGY	FUEL	100.00	FUEL-HEATING	601.601.273		5.25.18	002904	P	570	00064
	FUEL	3,931.50	FUEL-HEATING	611.611.273		5.25.18	002904	P	570	00106
		4,031.50	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MIDWEST ALARM COMPANY IN	PROFESSIONAL SERVICES	63.00	PROFESSIONAL SERVICES	101.101.202		197861	019579	P	553	00048
	ALARM MONITORING	63.00	REP. & MAINT. - BUILDING	101.114.223		198557	075898	P	553	00085
		126.00	*VENDOR TOTAL							
MIDWEST TAPE	AUDIOBOOKS	327.92	AV - CAPITAL	101.142.342		7959-9091	019517	P	571	00005
MILLENIUUM RECYCLING	SINGLE STREAM FEE	1,796.50	CONTRACTED SERVICE-MILLE	631.631.204		129933	019385	P	572	00056
MINE SAFETY APPLIANCES C	REPAIR PARTS	8,862.54	REP. & MAINT. - PLANT	611.611.221		144-179-748-55	019160	P	572	00060
MOSER/BRAD	OFFICER STIPEND	25.00	PROFESSIONAL SERV.-VOLUN	101.114.202		5.17.18	005654	P	580	00008
MUELLER/PETE	SAFETY GLASSES	55.00	MEDICAL & SAFETY SUPPLIE	101.123.243		5.4.18	077317	P	553	00047
MUNICIPAL CODE CORP.	ANNUAL WEB HOSTING	550.00	PROFESSIONAL SERVICES	101.101.202		308559	019581	P	570	00066
MW AUTO & TOWING	POLICE TOW	134.00	PROFESSIONAL SERVICES	101.111.202		280430001	019601	P	570	00065
	POLICE TOW	80.00	PROFESSIONAL SERVICES	101.111.202		280508006	017397	P	553	00049
	POLICE TOW	80.00	PROFESSIONAL SERVICES	101.111.202		280514012	019600	P	553	00004
		294.00	*VENDOR TOTAL							
NEUMAYER/BRIAN	BOOT ALLOWANCE	110.65	UNIFORMS	101.111.244		5.14.18	017398	P	553	00050
NORTHWESTERN ENERGY	ELECT	1,557.25	ELECTRICITY	101.142.272		5.23.18	002795	P	571	00006
	ELECT	610.22	ELECTRICITY	101.114.272		6.4.18	003133	P	580	00009
	ELECT	1,530.95	ELECTRICITY	641.641.272		6.4.18	003133	P	580	00010
	ELECT	149.89	ELECTRICITY	637.637.272		6.4.18	003133	P	580	00011
	ELECT	135.49	ELECTRICITY	202.202.272		6.4.18	003133	P	580	00012
	ELECT	1,867.74	ELECTRICITY	101.141.272		6.4.18	003133	P	580	00013
	ELECT	20,527.74	ELECTRICITY - STREET LIG	101.126.272		6.4.18	003135	P	580	00014
	ELECT	3,796.51	ELECTRICITY	201.201.272		6.4.18	003137	P	580	00015
	ELECT	4,457.52	ELECTRICITY - STREET LIG	101.126.272		6.4.18	003136	P	580	00016
	ELECT	1,179.35	ELECTRICITY	101.127.272		6.4.18	003132	P	580	00017
	ELECT	180.67	ELECTRICITY	621.621.272		6.4.18	003132	P	580	00018
	ELECT	1,452.10	ELECTRICITY	101.125.272		6.4.18	003132	P	580	00019
	ELECT	75.79	ELECTRICITY	101.115.272		6.4.18	003132	P	580	00020
	ELECT	619.58	ELECTRICITY	101.123.272		6.4.18	003134	P	580	00021
	ELECT	559.01	ELECTRICITY	637.637.272		6.4.18	003134	P	580	00022
	ELECT	14,183.50	ELECTRICITY	601.601.272		6.4.18	003134	P	580	00023
	ELECT	8,434.53	ELECTRICITY	611.611.272		6.4.18	003134	P	580	00024
	ELECT	956.13	ELECTRICITY	801.801.272		6.4.18	003132	P	580	00034

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
NORTHWESTERN ENERGY	62,273.97	*VENDOR TOTAL					
OBSERVER ADVERTISMENT	48.00	ADVERTISING	203.203.211		4.30.18	077520	P 570 00067
OIL PRICE INFORMATION SE REPORT	1,656.00	GARAGE GASOLINE & LUBRIC	101.127.238		354667	019211	P 572 00073
PEPSI-COLA POP	388.74	POP	641.641.720		2611857/350915	019468	P 570 00069
POP	175.56	POP	641.641.720		51659612	019474	P 572 00074
	564.30	*VENDOR TOTAL					
PILGER SAND AND GRAVEL I SAND	695.01	AGRICULTURAL SUPPLIES	641.641.241		2988	019049	P 570 00068
PING GOLF EQUIPMENT	134.08	GOLF EQUIPMENT	641.641.768		14174413	019432	P 553 00052
POCKETS FULL OF FUN SRP PERFORMER	270.00	RECREATION SUPPLIES	701.701.242		5.23.18	019518	P 571 00007
PRESS DAKOTA MSTAR SOLUT PUBLISH ORDINANCE	115.94	PUBLISHING	101.101.211		2504	017200	P 570 00070
RACOM CORPORATION RADIO ACCESS	932.41	PROFESSIONAL SERVICES	101.111.202		180649	005655	P 570 00071
REINHART FOODS INC ENTREE	2,455.77	ENTREE	641.641.710		4	002730	P 572 00075
ENTREE	1,026.46	ENTREE	641.641.710		843870/846188	019459	P 553 00054
ENTREE	1,973.06	ENTREE	641.641.710		848664	019460	P 553 00053
	5,455.29	*VENDOR TOTAL					
RIVERFRONT BROADCASTING ADVERTISING	575.28	ADVERTISING	641.641.211		352/353/354	019444	P 553 00055
ROYAL SPORTS SHOP YEARS OF SERVICE PLAQUE	53.70	EMPLOYEE COMMITTEE	101.101.141		5.9.18	077318	P 580 00026
SD OFFICE OF WEIGHTS & M SCALE TEST	103.00	PROFESSIONAL SERVICES &	637.637.202		16572	019371	P 553 00051
SDPRA MIDWEST PARKS PAYMENT	6,259.18	MIDWEST REGION CONFERENC	201.201.205		5.23.18	018930	P 572 00081
SHERWIN WILLIAMS CO PAINT	503.70	ROAD MATERIALS	101.123.239		7832-8/7831-0	019382	P 570 00079
PAINT	180.34	REP. & MAINT. - EQUIPMEN	101.123.221		7832-8/7831-0	019382	P 570 00080

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SHERWIN WILLIAMS CO	TRAFFIC PAINT	1,958.73	ROAD MATERIALS	101.123.239		8204-5	077478	P	553	00057
	STREET PAINT	986.40	ROAD MATERIALS	101.123.239		9004-8	077484	P	570	00078
		3,629.17	*VENDOR TOTAL							
SIOUX FALLS TWO WAY RADI	POLICE CAMERA INSTALL	267.22	REP. & MAINT. - EQUIPMEN	101.111.221		109417	017393	P	553	00056
SIOUX LINKS	ADVERTISING	250.00	ADVERTISING	641.641.211		1051	019419	P	570	00076
SLOWEY CONSTRUCTION INC	CONSTRUCTION	95,382.74	8TH ST-LINN TO SUMMIT	506.572.374		5.25.18	014107	P	570	00072
	CONSTRUCTION	251,647.08	8TH ST-LINN TO SUMMIT	506.572.374		5.25.18	014107	P	570	00073
		347,029.82	*VENDOR TOTAL							
SOUTH DAKOTA AMATEUR SOF	SOFTBALL REGISTRATION	1,040.00	PROFESSIONAL SERVICES	203.203.202		5.15.18	077512	P	570	00074
SOUTH DAKOTA ONE CALL	MESSAGE FEE	109.72	LOCATES	601.601.208		SD18-1040	016158	P	572	00077
	MESSAGE FEE	109.73	LOCATES	611.611.208		SD18-1040	016158	P	572	00078
		219.45	*VENDOR TOTAL							
STERN OIL CO INC	FUEL	527.72	GARAGE GASOLINE & LUBRIC	801.801.238		0265763	019363	P	570	00077
	FUEL	906.10	GARAGE GASOLINE & LUBRIC	801.801.238		265041/0265042	019367	P	553	00058
		1,433.82	*VENDOR TOTAL							
STEVENS CONSTRUCTION INC	REPAIRS	1,777.00	BUILDING DOORS & FRAMES	503.549.362		692091	077526	P	572	00079
	CONCRETE REPAIRS	24,744.00	LIFT STATION REHAB	611.611.324		692093	016159	P	572	00082
		26,521.00	*VENDOR TOTAL							
STOCKWELL ENGINEERS INC	8TH ST SUMMIT TO BWAY	26,000.15	8TH ST-LINN TO SUMMIT	506.572.374		8148	014101	P	572	00076
SUPERIOR TECH PRODUCTS	FREIGHT	200.00	REP. & MAINT. - BUILDING	201.201.223		102440-S	077263	P	572	00080
TERRYS WELDING SERVICE	REPAIRS	303.45	REP. & MAINT. - BUILDING	202.202.223		5.24.18	077262	P	572	00084
TIFOSI OPTICS INC	GOLF MERCHANDISE	851.74	MERCHANDISE	641.641.766		S1334313	019445	P	553	00059
TITLEIST	GOLF BALLS	122.00	GOLF BALLS	641.641.760		905792497	019427	P	553	00062

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TOP NOTCH WINDOW CLEANIN	PROFESSIONAL SERVICES	50.00	CONTRACTED SERVICES-OPER	641.641.204		5126	019476	P	572	00085
TOUR EDGE GOLF GROUP INC	GOLF CLUBS	335.50	GOLF EQUIPMENT	641.641.768		01209227	019448	P	570	00085
	GOLF EQUIPMENT	48.50	GOLF EQUIPMENT	641.641.768		1202957	019429	P	553	00060
		384.00	*VENDOR TOTAL							
TRE ENVIRONMENTAL STRATE	WET TEST	650.00	PROFESSIONAL SERVICES	611.611.202		681642	019161	P	572	00083
TRI-STATE TURF	SPRINKLER HEADS	694.00	AGRICULTURAL SUPPLIES	611.611.241		33986	019162	P	572	00086
TRUCK TRAILER SALES INC	FREIGHT CHARGES	35.30	GARAGE PARTS	801.801.249		16090	077480	P	553	00061
TUFF-GO LLC	RECYCLING	8,717.00	EQUIPMENT	201.201.350		465	077525	P	570	00084
TURFWERKS	CLUTCH CABLE	103.56	REP. & MAINT. - EQUIPMEN	641.641.221		J128250	019052	P	570	00083
	OIL	228.47	REP. & MAINT. - EQUIPMEN	641.641.221		O144901	019470	P	570	00081
	SERVICE	525.00	REP. & MAINT. - EQUIPMEN	641.641.221		OW03771	019053	P	570	00082
		857.03	*VENDOR TOTAL							
U.S. POST OFFICE-UTIL	UT POSTAGE	560.00	POSTAGE	601.601.231		5.18.18	001855	P	572	00087
	UT POSTAGE	630.00	POSTAGE	611.611.231		5.18.18	001855	P	572	00088
	UT POSTAGE	210.00	POSTAGE	631.631.231		5.18.18	001855	P	572	00089
		1,400.00	*VENDOR TOTAL							
UNITED PARCEL SERVICE, I	POSTAGE	27.00	POSTAGE	101.111.231		572347218	003830	P	580	00027
	POSTAGE	27.00	POSTAGE	101.114.231		572347218	003830	P	580	00028
	POSTAGE	27.00	POSTAGE	601.601.231		572347218	003830	P	580	00029
	POSTAGE	27.00	POSTAGE	611.611.231		572347218	003830	P	580	00030
		108.00	*VENDOR TOTAL							
UNITED STATES POSTAL SER	POSTAGE METER-MAY	117.43	POSTAGE	101.122.231		5.30.18	002989	P	572	00090
	POSTAGE METER-MAY	152.15	POSTAGE	101.104.231		5.30.18	002989	P	572	00091
	POSTAGE METER-MAY	200.23	POSTAGE	101.111.231		5.30.18	002989	P	572	00092
	POSTAGE METER-MAY	50.29	POSTAGE	201.201.231		5.30.18	002989	P	572	00093
	POSTAGE METER-MAY	0.47	POSTAGE	101.122.231		5.30.18	002989	P	572	00094
	POSTAGE METER-MAY	37.79	POSTAGE	637.637.231		5.30.18	002989	P	572	00095
	POSTAGE METER-MAY	22.08	POSTAGE	101.102.231		5.30.18	002989	P	572	00096
	POSTAGE METER-MAY	25.71	POSTAGE	101.106.231		5.30.18	002989	P	572	00097
	POSTAGE METER-MAY	0.47	POSTAGE	641.641.231		5.30.18	002989	P	572	00098
	POSTAGE METER-MAY	35.60	POSTAGE	203.203.231		5.30.18	002989	P	572	00099
	POSTAGE METER-MAY	1.41	POSTAGE	101.114.231		5.30.18	002989	P	572	00100

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
UNITED STATES POSTAL SER	POSTAGE METER-MAY	75.58	POSTAGE	601.601.231		5.30.18	002989	P	572	00101
	POSTAGE METER-MAY	85.02	POSTAGE	611.611.231		5.30.18	002989	P	572	00102
	POSTAGE METER-MAY	28.34	POSTAGE	631.631.231		5.30.18	002989	P	572	00103
	POSTAGE METER-MAY	9.43	OFFICE SUPPLIES	101.123.232		5.30.18	002989	P	572	00104
		842.00	*VENDOR TOTAL							
US BANK EQUIPMENT FINANC	COPIER CONTRACT	296.69	RENTALS & XEROX SUPPLIES	101.142.212		1544	019519	P	571	00008
US BANK SPA LOCKBOX CM96	C462038-05 DRINK H20#5	86,370.78	SRF LOAN BOND INTEREST	607.607.411		5.22.18	019589	P	570	00086
	C462038-05 DRINK H20#5	64,269.48	SRF LOAN PRINCIPAL	607.607.441		5.22.18	019589	P	570	00087
	C462038-04 DRINK H20#4	10,625.57	SRF LOAN BOND INTEREST	604.604.411		5.22.18	019588	P	570	00088
	C462038-04 DRINK H20#4	22,377.49	SRF LOAN PRINCIPAL	604.604.441		5.22.18	019588	P	570	00089
	C462038-03 DRINK H20#3	13,705.54	SRF LOAN BOND INTEREST	604.604.411		5.22.18	019587	P	570	00090
	C462038-03 DRINK H20#3	27,574.38	SRF LOAN PRINCIPAL	604.604.441		5.22.18	019587	P	570	00091
	C462038-02 DRINK H20#2	4,670.12	SRF LOAN BOND INTEREST	604.604.411		5.22.18	019586	P	570	00092
	C462038-02 DRINK H20#2	10,631.15	SRF LOAN PRINCIPAL	604.604.441		5.22.18	019586	P	570	00093
	C462038-01 DRINK H20#1	10,700.32	SRF LOAN BOND INTEREST	604.604.411		5.22.18	019585	P	570	00094
	C462038-01 DRINK H20#1	50,649.55	SRF LOAN PRINCIPAL	604.604.441		5.22.18	019585	P	570	00095
	C461038-04 CLEAN H20#4	9,991.04	SRF LOAN BOND INTEREST	614.614.411		5.29.18	019591	P	570	00096
	C461038-04 CLEAN H20#4	13,297.00	PRINCIPAL	614.614.441		5.29.18	019591	P	570	00097
	C461038-03 CLEAN H20#3	18,574.22	SRF LOAN BOND INTEREST	614.614.411		5.29.18	019583	P	570	00098
	C461038-03 CLEAN H20#3	87,920.37	PRINCIPAL	614.614.441		5.29.18	019583	P	570	00099
	DR WATER #6 C462038-06	64,781.12	SRF LOAN BOND INTEREST	607.607.411		6.5.18	019595	P	570	00107
	DR WATER #6 C462038-06	67,457.72	SRF LOAN PRINCIPAL	607.607.441		6.5.18	019595	P	570	00108
		563,595.85	*VENDOR TOTAL							
VILLANUEVA/MIKE	TRAVEL EXPENSE	47.47	LEARNING	101.114.264		5.17.18	014866	P	580	00031
WAGE WORKS INC	FSA FLEX SERVICE	65.00	PROFESSIONAL SERVICES -	101.104.202		INV708484	005311	P	553	00063
	FSA FLEX SERVICE	5.00	PROFESSIONAL SERVICES	101.105.202		INV708484	005311	P	553	00064
	FSA FLEX SERVICE	5.00	PROFESSIONAL SERVICES	101.111.202		INV708484	005311	P	553	00065
	FSA FLEX SERVICE	5.00	PROFESSIONAL SERV.-VOLUN	101.114.202		INV708484	005311	P	553	00066
	FSA FLEX SERVICE	5.00	PROFESSIONAL SERVICES	101.123.202		INV708484	005311	P	553	00067
	FSA FLEX SERVICE	20.00	PROFESSIONAL SERVICES	101.142.202		INV708484	005311	P	553	00068
	FSA FLEX SERVICE	10.00	PROFESSIONAL SERVICES	201.201.202		INV708484	005311	P	553	00069
	FSA FLEX SERVICE	5.00	PROFESSIONAL SERVICES	203.203.202		INV708484	005311	P	553	00070
	FSA FLEX SERVICE	10.00	PROFESSIONAL SERVICES	208.208.202		INV708484	005311	P	553	00071
	FSA FLEX SERVICE	5.00	PROFESSIONAL SERVICES	641.641.202		INV708484	005311	P	553	00072
		135.00	*VENDOR TOTAL							
WALT'S HOMESTYLE FOODS I	CANDY	110.00	CANDY	641.641.714		155938	019479	P	572	00105
WELFL CONSTRUCTION CORP	TEMP WALL SHORING	400.00	ABATEMENT	101.106.204		456	019235	P	572	00107

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WHOLESale SUPPLY INC	CANDY	108.65	CANDY	641.641.714		015-228	019475	P	572	00106
	CANDY	217.55	CANDY	641.641.714		394032/245/541	019463	P	553	00073
		326.20	*VENDOR TOTAL							
WOEHL/TOBY	OFFICER STIPEND	25.00	PROFESSIONAL SERV.-VOLUN	101.114.202		5.17.18	006637	P	580	00032
XEROX CORPORATION	SAC COPIER LEASE	180.06	CONTRACTED SERVICES	203.203.204		5.9.18	003971	P	553	00077
XTREME CAR WASH	CAR WASHES	24.00	REP. & MAINT. - VEHICLES	101.114.222		5.1.18	075900	P	553	00083
	POLICE CAR WASHES	494.40	REP. & MAINT. - EQUIPMEN	101.111.221		5.7.18	017392	P	553	00076
		518.40	*VENDOR TOTAL							
YANKTON AG SERVICE	CHEMICALS	130.00	AGRICULTURAL SUPPLIES	611.611.241		44398	066876	P	553	00074
YANKTON CO 4-H	SEED LIB CLASS SUPPLIES	139.86	RECREATION SUPPLIES	701.701.242		5.23.18	019516	P	571	00009
	BABYSITTING CLINIC	450.00	RECREATION SUPPLIES	701.701.242		5.23.18	019516	P	571	00010
		589.86	*VENDOR TOTAL							
YANKTON COUNTY AUDITOR	YC CAP IMPROVE COST COMP	15,740.81	RENT FOR SAFETY CENTER	101.111.212		5.21.18	019582	P	570	00102
YANKTON COUNTY DIRECTOR	AERIAL IMAGERY	10,883.33	SUBSCRIPTIONS & PUBLICAT	101.105.235		280	180003	P	553	00075
YANKTON JANITOR SUPPLY I	JANITORIAL SUPPLIES	97.50	REP. & MAINT. - BUILDING	101.114.223		429567	075899	P	553	00084
YANKTON SCHOOL DISTRICT	SAC SHARED EXPENSE	36,980.43	COST OF SERVICE PROVIDED	203.203.206		4.17.18	018929	P	570	00100
	SAC SHARED EXPENSE	1,495.82	COMMON BLDG EQUIPMENT	506.571.350		4.17.18	018929	P	570	00101
		38,476.25	*VENDOR TOTAL							
ZIEGLER/WILLIAM P	OFFICER STIPEND	65.00	PROFESSIONAL SERV.-VOLUN	101.114.202		5.17.18	005651	P	580	00033

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	2,677,081.16							

RECORDS PRINTED - 000344

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	154,597.78
201	PARKS AND RECREATION	29,980.35
202	PARK IMPROVEMENT	3,783.91
203	SUMMIT ACTIVITY CENTER	43,498.31
204	MARNE CREEK	274.13
208	911/DISPATCH	10.00
503	PARK CAPITAL	1,777.00
506	SPECIAL CAPITAL IMPROV	649,451.96
601	WATER OPERATION	58,505.70
602	WATER RENEWAL/REPLACEMENT	961,693.15
604	2001 STATE REVOLVING LOAN	150,934.12
607	WATER PLANT RENOVATION	282,879.10
611	WASTE WATER OPERATION	92,297.68
614	STATE REVOLVING LOAN FUND	129,782.63
621	CEMETERY OPERATION	320.60
631	SOLID WASTE	2,237.46
637	JOINT POWER	75,207.17
641	GOLF COURSE	28,846.80
701	LIBRARY TRUST	859.86
801	CENTRAL GARAGE	10,143.45
TOTAL ALL FUNDS		2,677,081.16

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	2,677,081.16
TOTAL ALL BANKS		2,677,081.16

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

DATE APPROVED BY

.....

.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	EMPLOYEE DEDUCTION	658.76	MISC. EMP. DED.	711.2079		005136	F	538	00006
	EMPLOYEE DEDUCTION	655.93	MISC. EMP. DED.	711.2079		005136	F	538	00017
		1,314.69	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER & ICU PREMIUMS	7,752.38	CANCER & ICU SUPPLEMENTA	711.2075		001234	F	538	00024
AVERA HEALTH PLANS		05140							
	HEALTH INS - JUNE	80,463.80	HEALTH INSURANCE	711.2068		005646	F	538	00023
BRANDT/TODD		04281							
	TRAINING EXPENSE	49.00	TRAVEL EXPENSE	101.111.263		005697	F	538	00010
CONTINUING EDUCATION		.15530							
	MIDWEST PARKS CONFERENCE	110.00	MIDWEST PARKS & REC CONF	211.231.557		019276	F	538	00001
DELTA DENTAL		04160							
	DENTAL INS - JUNE	8,181.00	DENTAL INSURANCE	711.2059		003190	F	538	00061
DEPT OF SOCIAL SERVICES		01681							
	EMPLOYEE DEDUCTION	848.75	MISC. EMP. DED.	711.2079		003562	F	538	00007
	EMPLOYEE DEDUCTION	480.25	MISC. EMP. DED.	711.2079		003562	F	538	00020
		1,329.00	*TOTAL						
FIRST NATL BANK SOUTH DA		04389							
	EMPLOYEE DEDUCTION	729.15	AFLAC DAYCARE	711.2077		003301	F	538	00002
	EMPLOYEE DEDUCTION	729.15	AFLAC DAYCARE	711.2077		003301	F	538	00018
	EMPLOYEE DEDUCTION	612.08	AFLAC MEDICAL	711.2078		003301	F	538	00003
	EMPLOYEE DEDUCTION	612.08	AFLAC MEDICAL	711.2078		003301	F	538	00019
		2,682.46	*TOTAL						
GOVT. FINANCE OFFICER AS		00756							
	FINANCE OFFICERS SCHOOL	75.00	LEARNING	101.104.264		019035	F	538	00059
HUMAN RESOURCE ASSN SD		05693							
	REGISTRATION FEE	50.00	CONFERENCE & MEETINGS	101.102.265		019130	F	538	00012
JONES CONSTRUCTION/JOHN		05119							
	WTR PLANT CONST C-15-17	913,226.87	WATER TREATMENT FACILITY	602.602.326	223788	016186	P	538	00060
KYLER PEKAREK		07252							
	K9 DRUG DETECTION COURSE	180.00	LEARNING	101.111.264		005698	F	538	00013
NELSON/AMY		06801							
	TRAVEL ADVANCE	250.00	CONFERENCE & MEETINGS	101.102.265		005699	F	538	00014
RETIREMENT, SD		00519							
	SD RETIREMENT - MAY 18	71,812.38	SD RETIREMENT SYSTEM	711.2066		002809	F	538	00058
SD USA SOFTBALL		.15538							
	CERTIFICATION	115.00	PROFESSIONAL SERVICES	201.201.202		077514	F	538	00063
SDSRP		04992							
	EMPLOYEE DEDUCTION	1,757.53	ROTH 457 SDRS-SRP	711.2056		003591	F	538	00005
	EMPLOYEE DEDUCTION	1,757.53	ROTH 457 SDRS-SRP	711.2056		003591	F	538	00016
	EMPLOYEE DEDUCTION	2,130.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	538	00004
	EMPLOYEE DEDUCTION	2,055.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	538	00015
		7,701.06	*TOTAL						
SUMMIT ACTIVITY CENTER		03787							
	EMPLOYEE DEDUCTION	792.80	SUMMIT ACTIVITIES CENTER	711.2062		002981	F	538	00021
UNITED WAY		00918							
	EMPLOYEE DEDUCTION	118.00	UNITED FUND	711.2070		001142	F	538	00022

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	VAST BROADBAND	06976							
	PHONE BILL	97.34	TELEPHONE	101.102.271		003513	F	538	00025
	PHONE BILL	51.67	TELEPHONE	101.102.271		003513	F	538	00041
	PHONE BILL	182.31	TELEPHONE	101.104.271		003513	F	538	00026
	PHONE BILL	103.53	TELEPHONE	101.104.271		003513	F	538	00042
	INTERNET SERVICES	1,068.74	INTERNET ACCESS	101.105.270		003751	F	538	00057
	PHONE BILL	21.06	TELEPHONE	101.105.271		003513	F	538	00027
	PHONE BILL	12.64	TELEPHONE	101.105.271		003513	F	538	00043
	PHONE BILL	92.84	TELEPHONE	101.106.271		003513	F	538	00028
	PHONE BILL	48.00	TELEPHONE	101.106.271		003513	F	538	00044
	PHONE BILL	33.45	TELEPHONE	101.111.271		003513	F	538	00029
	PHONE BILL	20.15	TELEPHONE	101.111.271		003513	F	538	00045
	PHONE BILL	100.03	TELEPHONE	101.114.271		003513	F	538	00030
	PHONE BILL	64.07	TELEPHONE	101.114.271		003513	F	538	00046
	PHONE BILL	197.25	TELEPHONE	101.122.271		003513	F	538	00031
	PHONE BILL	96.60	TELEPHONE	101.122.271		003513	F	538	00047
	PHONE	47.03	TELEPHONE	101.123.271		003977	F	538	00009
	PHONE BILL	69.81	TELEPHONE	101.123.271		003513	F	538	00032
	PHONE BILL	37.11	TELEPHONE	101.123.271		003513	F	538	00048
	PHONE	141.07	TELEPHONE	101.127.271		003977	F	538	00008
	PHONE BILL	80.89	TELEPHONE	101.142.271		003513	F	538	00033
	PHONE BILL	41.26	TELEPHONE	101.142.271		003513	F	538	00049
	PHONE BILL	237.78	TELEPHONE	201.201.271		003513	F	538	00034
	PHONE BILL	143.25	TELEPHONE	201.201.271		003513	F	538	00050
	PHONE BILL	34.45	TELEPHONE	202.202.271		003513	F	538	00035
	PHONE BILL	20.75	TELEPHONE	202.202.271		003513	F	538	00051
	PHONE BILL	224.87	TELEPHONE	203.203.271		003513	F	538	00036
	PHONE BILL	135.47	TELEPHONE	203.203.271		003513	F	538	00052
	PHONE	34.66	TELEPHONE	601.601.271		003976	F	538	00011
	PHONE BILL	140.63	TELEPHONE	601.601.271		003513	F	538	00037
	PHONE BILL	90.99	TELEPHONE	601.601.271		003513	F	538	00053
	PHONE BILL	23.55	TELEPHONE	611.611.271		003513	F	538	00038
	PHONE BILL	12.64	TELEPHONE	611.611.271		003513	F	538	00054
	PHONE BILL	33.80	TELEPHONE	637.637.271		003513	F	538	00039
	PHONE BILL	20.15	TELEPHONE	637.637.271		003513	F	538	00055
	PHONE BILL	67.31	TELEPHONE	641.641.271		003513	F	538	00040
	PHONE BILL	38.85	TELEPHONE	641.641.271		003513	F	538	00056
		3,866.00	*TOTAL						
	YANKTON AREA PROG. GROWT	00939							
	SALES TAX REIMB 1ST QTR	3,344.24	PROFESSIONAL SERVICES	506.572.202		019590	F	538	00062
		1,103,413.68	**CLAIMS TOTAL						

Manual Check Register

.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
REPORT TOTALS:		1,103,413.68							

RECORDS PRINTED - 000063

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	3,210.85
201	PARKS AND RECREATION	496.03
202	PARK IMPROVEMENT	55.20
203	SUMMIT ACTIVITY CENTER	360.34
211	LODGING SALES TAX	110.00
506	SPECIAL CAPITAL IMPROV	3,344.24
601	WATER OPERATION	266.28
602	WATER RENEWAL/REPLACEMENT	913,226.87
611	WASTE WATER OPERATION	36.19
637	JOINT POWER	53.95
641	GOLF COURSE	106.16
711	EMPLOYEE BENEFIT	182,147.57
TOTAL ALL FUNDS		1,103,413.68

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,103,413.68
TOTAL ALL BANKS		1,103,413.68

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 53, NUMBER 11

Commission Information Memorandum

The Yankton City Commission meeting on Monday, June 11, 2018, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community Development Update

The Community Development and Economic Staff are finalizing the re-roofing bid specifications for the Chan Gurney Municipal Airport Barrel Hanger. The proposed bid specification will include removing and replacing the asphalt shingles and replacing the upper asphalt portion of the roof with an adhered rubber roof. We plan to advertise for bids the week of June 25, 2018.

Community and Economic Development Maintenance Staff has started cleaning and repairing the landscaping in the city-owned parking lots downtown. Staff attends to the eight public parking lots near the following locations: 2nd and Douglas (3 parking lots along 2nd Street), 4th and Cedar (2 parking lots), 3rd and Broadway, the Yankton Area Senior Citizens Center lot, and the parking lot behind City Hall. Our primary focus at this time related to the parking facilities is repairing damage to the landscaping caused during the winter months.

2) Human Resources Department Update

We have received two letters for retirements later this year. Bob Wubben, Sr. Grounds Maintenance Worker for the Auld Brokaw Trail, will be retiring on October 1. We have started internal advertising for his position. Greg Shoberg, Police Officer, will be retiring December 7. The Police Department has a hiring list in place and will be using it to fill his position.

We closed on the Library Director applications on June 1. Six cover letters and resumes have been received and will be forwarded to the City Manager and Library Board for their consideration and will start the process of contacting the candidates and setting up interviews.

3) Police Department Update

Yankton Police Department has signed up for online training that was recommended by our Risk Manager, Doug Kirkus. There are a number of training videos that will be used to benefit the department. This will help with the continuing education credits required by the state.

Chief Paulsen and Lt. Brandt attended a retirement reception for Warden Bob Dooley, Mike Durfee State Prison.

YPD had officers down at Riverside Park on June 4th, where Gubernatorial candidate Noem was speaking.

4) Finance Department Update

The Finance Office has a long standing cooperative agreement with the county auditor's office to assist them during their primary and general elections in turn for their assistance during municipal elections. The Finance Officer and Deputy Finance Officer helped with the tabulation of ballots during the primary election on Tuesday evening, June 5.

5) Parks and Recreation Department Update

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

6) Environmental Services Department Update

The water plant is in the process of running 100% well water through the 1972 plant. The raw water is a combination of the collector well and the Nebraska wells. Because we are not using any river water the final product is higher in hardness. This should help reduce our THM levels for the summer. It will also give us the baseline data we need for chemical dosages when we need to run the 1972 plant on well water in the future. The long-term plan is to decommission the river intake once the new plant is complete.

The wastewater staff continues to try and remove the fats, oils, and greases (FOG) from the north digester. Staff met with engineers from Banner and HDR onsite to look at treatment options for the grease removal. It has been determined that staff has done everything they can operational to address the FOG issues. It was recommended by both consulting firms that the amount of grease entering the plant needs to be reduced. Staff is working on a new public education outreach to inform residents, businesses and industries to use "best management practices" to reduce the amount of grease entering the system.

Staff will be meeting with representatives from the Environmental Protection Agency (EPA) on Wednesday June 6 for a site visit. The Water Purification Plant Project was recommended to the EPA by the South Dakota Department of Environment and Natural Resources (SD DENR) as a good candidate for a visit. The EPA will be onsite to provide technical assistance in understanding the American Iron and Steel (AIS) requirements.

An inspection completed by the fire department staff for an antenna repair on the west tower showed a paint failure on the top of the tower. It appears to be an issue with the outside paint layer (blue paint) not properly adhering to the base coats. The outside layer is only for appearance is not part of the protective coating. At this time, staff is scheduling an inspection for the inside and outside of the tank as the coatings inside have a shorter life span due to environmental conditions. If the protective coatings are in good condition nothing will be done at this time. If the protective coatings are damaged, or the outside paint failure becomes visible from the ground a coating project will need to be completed. Water plant staff will also be working with other departments on the antenna repair and placement of a new antenna for the water department.

7) Public Works Department Update

Street Department crews have completed miscellaneous concrete repair and replacement at various locations scheduled for pavement maintenance this summer. Crews will begin asphalt patching in areas where curb and gutter was replaced as well as streets scheduled for seal coating later this summer. Crews also continue to paint street light poles and other iron street amenities in the Meridian District.

West City Limits Road:

The week of May 21st, paving of the west two lanes from Golf View Lane to north of 25th street was completed. Pavement removal and base course installation from 23rd Street to the south entrance of L&M radiator has been completed. The week of May 28th, Feimer Construction installed the water line and sanitary sewer line through the intersection of 23rd Street. D&G Construction trimmed gravel and began set up for paving the west two lanes from north of 25th Street to 100 feet south of 23rd Street. Paving is scheduled for Wednesday, June 6, 2018. This week Feimer Construction plans to finish the installation of the storm sewer through the intersection of 23rd Street. If all goes well, pavement removal will continue south to the 21st Street intersection.

8th Street:

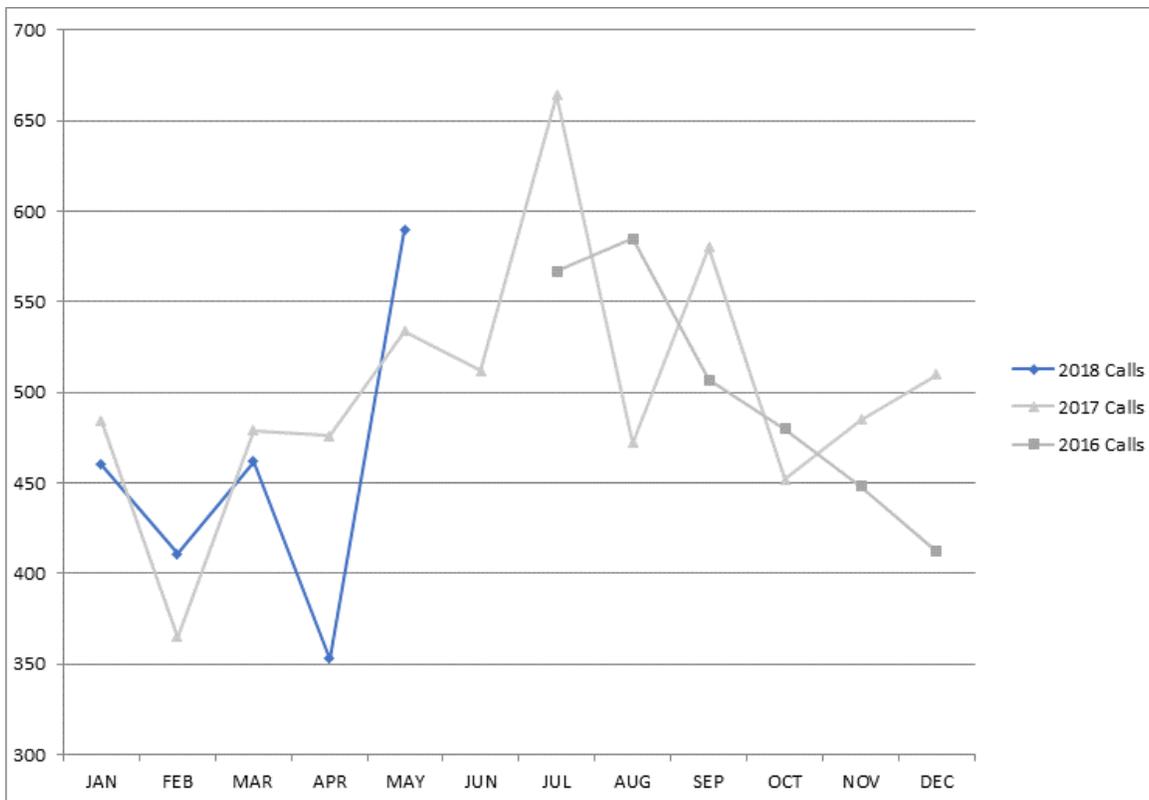
Progress on the 8th Street project was slightly hindered due to a couple of factors. First, there has been some utility conflicts that haven't allowed Slowey Construction to complete removals as scheduled. Also, there was a failed pressure test on one of the new water main sections. The problem has since been discovered and remedied. Masonry Components can now prepare for paving at the Linn Street intersection.

Walnut Street:

Removals and base installation as well as storm sewer installation for the City owned parking lots is complete. Masonry Components plans on starting concrete work on the parking lot areas during the week of June 4th. Feimer Construction is scheduled to start removals at the 2nd Street intersection on Wednesday, June 6th.

8) Information Services Department Update

911 call volumes thru the month of June are reflected below.



9) Library Update

Summer Reading is now open at our new online tracking program, Beanstack (<https://cityofyankton.beanstack.org>) for all ages. We are starting Story Time and Stay & Play back up this week, with the morning sessions running on our normal schedule and the Monday night Story Time at a special summer time of 6:00 pm, except for the few Monday nights where we have a special performer. Several other adult and kids activities are also taking place throughout the summer. More information can be found on our website or at the library. The library board is also currently working with the City Manager to fill the Library Director position.

10) Fire Department Update

The Fire Department will be displaying the American Flag from the Ladder Truck at Hy-Vee on Flag Day, June 14 (weather permitting).

On Sunday, June 3; it was discovered that the antenna located on the west water tower used for paging emergency services was not operating correctly. After investigation, we found the antenna mount holding the antenna had broken at its base. Also, the mounting bracket for the PD radio is compromised and needs attention soon. We are temporarily utilizing an alternate antenna for emergency services paging. Environmental Services, Information Technology, Police Department and the Fire Department are working on a solution to this problem. We will keep you posted.

Several volunteer firefighters are spending time teaching fire safety at Safety City in June and July. We are happy to be a part of this program and I want to thank these volunteers for donating their time to this worthy effort.

11) Monthly reports

Salary and Building monthly reports are included for your review. Minutes from the Park Advisory Board and Planning Commission 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

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

2nd - half of May information:

Fitness Classes-	
Early Bird Boot Camp class	36 participants
Power Abs	66 participants
Prime Time Senior class	54 participants
Tabata class	95 participants
Water aerobics	168 participants
Work-Out Express class	74 participants
Yoga classes	59 participants
Zumba class	21 participants
Booty Blaster class	24 participants

Rentals-

o Birthday rentals-	2 parties
o SAC courts-	0 hours
o Theater-	66 hours
o Meeting rooms-	1 hours
o City Hall courts-	6 hours
o Capital Building-	5 dates
o Riverside shelters-	8 rentals
o Memorial shelters-	1 rentals
o Westside shelter-	0 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rental

SAC members-	2,137 people
SAC memberships-	1,013
SAC attendance-	2,713 visits
New members-	45 people

Friday, May 18- Nutritional Class at the SAC: Weight Loss techniques vs. How to stay healthy and fit at your ideal weight. 5 attendees as the class is free for SAC members.

No School Specials at the SAC

- **Monday, May 21, 2018**
 - o No School Special – 6 (paid). Free to members or Yankton Summer Pool Pass holders.
- **Tuesday, May 22, 2018**
 - o No School Special – 28 (paid)
- **Wednesday, May 23, 2018**
 - o No School Special – 27 (paid)
- **Thursday, May 24, 2018**
 - o No School Special – 21 (paid)
- **Friday, May 25, 2018**
 - o No School Special – 14 (paid)

- **Monday, May 28, 2018**
 - Memorial Day – SAC Closed
- **Tuesday, May 29, 2018**
 - No School Special – 5 (paid)
- **Wednesday, May 30, 2018**
 - No School Special – 6 (paid)
- **Thursday, May 31, 2018**
 - No School Special – 4 (paid)

May 28 – June 10. The SAC Gyms will be closed for floor refinishing.

Todd has been working with Jessica Scott to set-up and take down the Market at the Meridian on Saturday mornings.

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

Brittany LaCroix has been meeting with Jessica Scott, part-time downtown coordinator, in regards to Downtown Events for the summer, and fall 2018 seasons.

Brittany LaCroix is trying to find a non-profit group to work with in regards to the interactive art event which coincides with Music at the Meridian concerts. In 2017 the Yankton Sculpture Walk group helped with the art project but they have indicated they will not be helping in 2018.

Brittany LaCroix has all the musical acts booked for the 2018 Music at the Meridian concert series for this summer. It will be the Thursdays in July and the first three Thursdays in August, including the Thursday before Riverboat Days. Please check out the Music at the Meridian Facebook Page. The Meridian District Farmer's Market is also moving to The Lawn at the Meridian Plaza and will be there both on Thursday nights and Saturday mornings.

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

Todd and Brittany Orr received this thank you from one of the attendees to a "Welcome to Yankton" session promoted by Greater Yankton Living. Todd and Brittany spoke at the session on activities for people to participate in if relocating to Yankton:

Todd and Brittany,

Thank you for taking time to speak to the group today at the chamber of commerce. I appreciated your enthusiasm and excitement as there is a lot to keep up with in Yankton.

Being from Atlanta, and moving around, I have lived in some big cities (with traffic and headaches) and it is nice to see a smaller community like Yankton with such amenities. Keep up the great work, I feel nothing but positive vibes from Yankton.

Regards,

Joey Bryan

Lab Excellence Business Analyst

PARKS

The Emerald Ash Borer Plan, as of May 24, has been placed on the City's website on the Urban Forestry page. The name of the document is, "[City of Yankton Emerald Ash Borer Mitigation Plan](#)"

The Department received this positive email from the Servant's Heart Clinic:

Amy - Todd,

I wanted to thank you both and your team for the removal of our ash trees and sidewalk repair out front of Servant Hearts Clinic. The removal was done smoothly, each step of the way, and the finish product looks great. And, more importantly, it's much safer for our patients and the community.

Thank you for your help with this project, and thank you for all you do for the community!

Frani Kieffer

Executive Director
Servant Hearts Clinic

The Parks Department would like to thank the Sertoma Club for volunteering their time to paint the north and south bathrooms at Sertoma Park, along with painting the small shelter on the north side. The Parks Department appreciates the help.

The Yankton Parks Department and the Meridian District received this thank you from Brenda Johnson and the Missouri Valley Master Gardeners group:

Thank you for the help and loaning us a table as we set up our "All About Herbs" demo. The spot was great for attracting people along the way. Music really fit the morning and moderate temps were so pleasant there by the river. We three estimated talking with 62 people about herbs, and are pleased with that for 2+ hours there. We were pleased with the turnout of people and hope it grows in the weeks to come as fresh produce comes in. Thanks for your publicity!

The alley is great for picking up demo materials. Thanks for instructions before and after that helped us setup and dismantle the table and materials.

We did a Missouri Valley Master Gardener Facebook event for the herb demo as one of the ways on our side to draw people. People did see what's going on at Meridian Plaza whether they were able to attend or not.

Sincerely,
Brenda K Johnson

There is a group of people who play horseshoes at Memorial Park on Wednesday evenings. They requested the horseshoe stakes be fixed as some were missing or in poor condition. They also requested the trees be trimmed around the lights as they play later into the evening and do utilize the lights over the horseshoe pits. The Parks Staff was able to fix the pins and trim the trees as requested.

The Parks Staff moved four picnic tables to Tripp Park, as requested by Rita Nelson, so there would be seating for the job fair and food truck located at the old Slumberland Building on Tuesday, May 22.

The Parks Department, on Friday, June 1, delivered trash cans, orange fence, and other supplies to the Rounding Third for the Ribfest event on June 2.

P&R Department CIM

Page 3 of 4

Todd would like to thank Corey Potts for bringing a pallet of sand bags to the Meridian District on Saturday morning, June 2, to help secure barricades at the Downtown Rockin' Ribs event sponsored by Rounding Third.

Lisa Kortan, Mike VanWinkle, and other staff installed the flower baskets on the downtown light poles May 24. The planters along Douglas and the large round planters in the downtown area were planted with annuals prior to the Memorial Day Weekend also.

The Parks Department delivered bleachers to the Fantle Memorial Park Veterans Memorial for the Memorial Day Program that took place in the park on Monday, May 28.

The Parks Department put up the Yankton Area Arts banner at the Riverside Park Amphitheater prior to the first summer community band concert which was held on Tuesday, May 29.

The Parks Department added a trash can by the parking area on the Nebraska side of the Meridian Bridge. This was at the request of some citizens. On the Nebraska side, there are trash cans located at the entrance of the primitive trail by the well-house drive, by the parking area, at the start of the upper level of the bridge, and at the start of the lower level of the bridge.

With the very warm and windy conditions, the Parks Staff is working to turn on and repair irrigation systems throughout the parks system.

Parks Staff have been working overtime to keep up with the mowing and weed trimming.

The fountain in the Meridian Bridge Plaza has not been operational as the pump was replaced with a larger one and it now needs an electrician to install the proper convertors for the power source that is currently there.

The fountain on the corner of 4th and Broadway has not been turned on. At first the Parks Staff thought it was the automatic fill float that needed to be replaced but after it was replaced it was determined that the pump was not working. A new pump has been ordered and it will be installed when the parks staff have time to switch it out.

Fantle Memorial Pool opened to the public on Friday, June 1. The water was heated to 80 degrees. Total attendance on Friday was 388. With the cooler, windy weather on the weekend the attendance was 170 and 239 on Saturday and Sunday. Monday, June 4 attendance was 611. Monday, June 4 swim lessons began at Memorial Pool also.

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

The parks staff has been moving bleachers, benches, goals, trash cans, and other items for the youth baseball, youth softball, youth soccer, and swim team events which take place in Yankton on weekends in May, June and July (Youth Softball Tournament- 3rd weekend in June. June 15, 16, 17; Swim Meet at Memorial Pool- June 16 and June 17; Youth Baseball Tournament at Sertoma- June 22, 23, & 24).

The parks staff has been moving picnic tables, trash cans, and other items for special events that are taking place in the community (Bragging Rights on Thursday Nights, Downtown Rockin' Ribs by Rounding Third, Karen's Hope poker run, Bragging Rights on Saturday Night).

TRAILS

Bob Wubben has announced he will be retiring from his City position, as a Parks Senior Grounds Maintenance Worker, as of October 1, 2018. The City is currently advertising for the position internally through Monday, June 11.

Salary - May 2018

DEPARTMENT NAMES	\$
ADMINISTRATION	39,480.72
FINANCE	32,325.84
COMMUNITY DEVELOPMENT	23,331.54
POLICE/A.C./DISPATCH	151,462.03
FIRE	13,008.77
ENGINEERING / SR. CITIZENS	43,279.28
STREETS	44,102.77
SNOW & ICE	5,548.56
TRAFFIC CONTROL	3,537.98
LIBRARY	28,693.94
PARKS / SAC	66,525.20
MEMORIAL POOL	-
MARNE CREEK	3,644.84
WATER	37,168.69
WASTEWATER	37,044.50
CEMETARY	4,213.13
SOLID WASTE	22,328.22
LANDFILL / RECYCLE	16,468.27
GOLF COURSE	22,887.56
CENTRAL GARAGE	7,361.70
	602,413.54

NEW HIRES

Personnel Changes & New Hires

Brianna Benjamin	9.50 hr.	Golf Division
Bridget Benson	455.94 mo.	Commission
Jeremiah Braxton	11.00 hr.	Streets
Jennica Delvaux	9.50 hr.	Rec. Division
Hanna Eide	9.50 hr.	Rec. Division
Megan Fejfar	9.50 hr.	Library
Payton Hejna	9.75 hr.	Trails Division
Bradley Hento	10.25 hr.	Parks Division
Cameron Jueden	9.50 hr.	Parks Division
Chandler Lee	11.00 hr.	Solid Waste
Elsie Marquardt	9.50 hr.	Rec. Division
Benjamin Morrison	9.50 hr.	Golf Division
Mitch Mueller	10.50 hr.	Parks Division
Cody Papesh	1260.23 bi-wk.	Jt. Powers
Azachary Rohde	9.65 hr.	Rec. Division
Diane Schramm	9.50 hr.	Rec. Division
Isaac Schulz	10.50 hr.	Engineering
Ashley Schweitzer	10.50 hr.	Engineering
Madelynn Smith	9.50 hr.	Rec. Division
Miranda Winterringer	9.50 hr.	Golf Division
Francisco Wuestewald	9.50 hr.	Golf Division

Salary - May 2018

WAGE CHANGE

Neal Anderson	10.00 hr.	Golf Division
Katlyn Arens	9.75 hr.	Golf Division
Virgil Brasel	1642.70 bi-wk.	Dispatch
Kellie Geigle	10.15 hr.	Rec. Division
Lance Haak	10.00 hr.	Rec. Division
Logan Haak	10.75 hr.	Rec. Division
Maddie Husman	10.75 hr.	Golf Division
Keith Jensen Jr.	10.25 hr.	Golf Division
Mark Jensen	10.50 hr.	Golf Division
Amanda LaCroix	11.00 hr.	Library
Kayla Loecker	13.25 hr.	Rec. Division
Dalton Maibaum	9.75 hr.	Golf Division
Alexandra Max	11.00 hr.	Library
Kellen Moser	9.75 hr.	Golf Division
Elizabeth Nedved	12.26 hr.	Library
Marche Noecker	9.75 hr.	Golf Division
Lucas Rockne	10.50 hr.	Rec. Division
Kris Rutledge	12.75 hr.	Park Division
Zane Schumaker	11.00 hr.	Library
Brett Sime	14.50 hr.	Golf Division
Robert Simonsen	12.50 hr.	Airport
Mandi Sorensen	9.75 hr.	Golf Division
Twila Stibral	12.50 hr.	Rec. Division
Elizabeth Suing	9.75 hr.	Park Division
Larry Wagner	10.25 hr.	Rec. Division
Maggie Wallis	10.75 hr.	Rec. Division

STATUS CHANGE

Jake Hoffner	455.94 mo.	Mayor to Commissioner
Nathan Johnson	626.93 mo.	Commissioner to Mayor

City of Yankton Building Report
May 2018

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
05/01/2018	BLDG-18-0063	First Dakota Title 314 WALNUT ST	Interior Remodel	\$2,000.00	Kisch Construction P.O. Box 1004 Yankton, SD 57078	\$32.50
05/01/2018	BLDG-18-0064	JAMES, TIMOTHY L 605 E. 2nd Street	Commercial - New Office/Storage Building	\$145,000.00	Walloch Construction P.O. Box 1025 Yankton, SD 57078	\$404.50
05/02/2018	BLDG-18-0065	NELSON, THOMAS D 1602 DAKOTA ST	Bathroom Remodel	\$5,000.00	Jimmy B's Carpentry 2906 Master Avenue YANKTON, SD 57078	\$44.50
05/02/2018	BLDG-18-0066	FORMO, ROBERT H 708 LINN ST	Utility Shed	\$2,000.00	FORMO, ROBERT H 708 LINN ST YANKTON, SD 57078	\$32.50
05/02/2018	BLDG-18-0067	FORMO, ROBERT H 708 LINN ST	Demolition of Garage		FORMO, ROBERT H 708 LINN ST YANKTON, SD 57078	\$20.00
05/02/2018	BLDG-18-0068	SACRED HEART HOSPITAL 409 SUMMIT ST	Classroom Finish	\$12,000.00	Dwight Devries 1008 Mulberry St. Yankton, SD 57078	\$72.50
05/02/2018	BLDG-18-0069	GALVAN, RONALD V SR 300 PEARL ST	Deck	\$1,200.00	GALVAN, RONALD V SR 300 PEARL ST YANKTON, SD 57078	\$20.50
05/02/2018	BLDG-18-0070	MEEKER, JOSEPH 609 WEST 4 ST	Window Replacement	\$2,000.00	Hanson, Mike 3202 West 8th Street YANKTON, SD 57078	\$20.00
05/03/2018	BLDG-18-0071	MADDOX, KIP D 1703 BURLEIGH ST	Windows, Doors, Siding	\$15,000.00	Ewalt Carpentry 45130 Bluff Rd. Volin, SD 57072	\$20.00
05/04/2018	BLDG-18-0072	BARTELS, WILLIAM L 2013 DOUGLAS AVE	Utility Shed	\$2,000.00	BARTELS, WILLIAM L 2013 DOUGLAS AVE YANKTON, SD 57078	\$32.50
05/04/2018	BLDG-18-0073	MOUNT MARTY HOSPITAL ASSOC 1115 WEST 9 ST	Office Finish	\$20,600.00	Dwight Devries 1008 Mulberry St. Yankton, SD 57078	\$108.50
05/07/2018	BLDG-18-0074	WORMSBECHER, GARY E 500 EAST 21 ST	Window Replacement	\$1,800.00	Radack Construction 802 West 8th Street Yankton, SD 57078	\$20.00

City of Yankton Building Report
May 2018

05/07/2018	BLDG-18-0075	HAAS, GERALD J 207 FAIRWAY DR	Window Replacement	\$4,500.00	LACEY, CHAD 770 ROLLING HILLS DR YANKTON, SD 57078	\$20.00
05/08/2018	BLDG-18-0076	BLOM, GENE 3001 MULLIGAN DR	Deck	\$2,700.00	BLOM, GENE 3001 MULLIGAN DR YANKTON, SD 57078	\$36.50
05/09/2018	BLDG-18-0077	RUPIPER, BONITA M 608 EAST 29 ST	Siding	\$2,600.00	Radack Construction 802 West 8th Street Yankton, SD 57078	\$20.00
05/10/2018	BLDG-18-0078	Kim Larsen 212 WALNUT ST	Door Replacement	\$3,500.00	Kim Larsen 212 Walnut Street YANKTON, SD 57078	\$20.00
05/10/2018	BLDG-18-0079	NORTHEY, EUNICE E 1100 MULBERRY ST	Deck	\$1,000.00	NORTHEY, EUNICE E 1100 MULBERRY ST YANKTON, SD 57078	\$17.50
05/12/2018	BLDG-18-0080	SCHRECHT LLC 1105 W 10th Street Units 5, 6, 7 & 8	4 Unit Multi Family Home - New	\$253,814.40	SCHRECHT LLC 416 BROADWAY AVE YANKTON, SD 57078	\$568.00
05/11/2018	BLDG-18-0081	SEITZINGER, TIMOTHY 2901 LAKEVIEW DR	Shingle	\$3,500.00	SEITZINGER, TIMOTHY 2901 LAKEVIEW DR YANKTON, SD 57078	\$20.00
05/12/2018	BLDG-18-0082	Matthew & Trisha Ryken 514 MULBERRY ST	Demolition of House		Matthew & Trisha Ryken 514 Mulberry St. YANKTON, SD 57078	\$20.00
05/14/2018	BLDG-18-0083	Robert & Ron Berney 1805 WALNUT ST	Utility Shed	\$1,700.00	Robert & Ron Berney 1805 Walnut St. YANKTON, SD 57078	\$28.00
05/14/2018	BLDG-18-0084	BERTSCH, KENNETH J 2704 LAKEVIEW DR	Deck	\$2,240.00	Bertch, Kenneth J 2704 Lakeview Dr. Yankton, SD 57078	\$36.50
05/15/2018	BLDG-18-0085	K Construction 1404 WEST 26 ST	Single Family Home - New	\$126,710.20	K Construction PO BOX 519 YANKTON, SD 57078	\$377.50
05/15/2018	BLDG-18-0086	KN CONSTRUCTION INC 2521 WYNN WAY	Basement Finish	\$30,000.00	KN CONSTRUCTION INC 27297 WETLAND RD HARRISBURG, SD 57032	\$142.00
05/16/2018	BLDG-18-0087	CONNOR, NEIL J 404 REGAL DR	Deck	\$400.00	CONNOR, NEIL J 404 REGAL DR YANKTON, SD 57078	\$10.00

City of Yankton Building Report
May 2018

05/17/2018	BLDG-18-0088	HOLAN, CHARLES J 603 BROADWAY AVE	Shingle	\$6,300.00	Clint Schroeder Construction 2003 Whiting Drive YANKTON, SD 57078	\$20.00
05/17/2018	BLDG-18-0089	John Rothschadl 1407 WEST 25 ST	Door Addition	\$350.00	John Rothschadl 1407 W. 25th St. YANKTON, SD 57078	\$20.00
05/17/2018	BLDG-18-0090	HAARSAGER, DUDLEY A 3014 MARY ST	Utility Shed	\$3,600.00	Anderson Storage 1605 College Street YANKTON, SD 57078	\$40.50
05/21/2018	BLDG-18-0091	Bose, Nicolette 903 WEST 4 ST	Detached Garage	\$26,438.40	Bose, Nicolette 903 WEST 4 ST YANKTON, SD 57078	\$131.50
05/22/2018	BLDG-18-0092	MARLOW, SARA 909 WEST 13 ST	Shingle	\$10,000.00	Walsh Construction 1107 East 19th Street YANKTON, SD 57078	\$20.00
05/24/2018	BLDG-18-0093	TMA 401 W. 23rd St.	Commercial - New Building Shell	\$40,000.00	James Steel Inc. P.O. Box 733 Yankton, SD 57078	\$177.00
Open	BLDG-18-0094					
05/24/2018	BLDG-18-0095	LIPPERT, SHAWNA 1104 EAST 15 ST	Deck	\$1,440.00	LIPPERT, SHAWNA 1104 EAST 15 ST YANKTON, SD 57078	\$25.00
Open	BLDG-18-0096					
05/25/2018	BLDG-18-0097	HUNHOFF, JEFFREY A 810 SPRUCE ST	Window Replacement	\$2,500.00	HUNHOFF, JEFFREY A 810 SPRUCE ST YANKTON, SD 57078	\$20.00
Open	Bldg-18-0098					
05/29/2018	BLDG-18-0099	KELLER, BRETT C 2803 FRANCIS ST	Deck	\$3,360.00	KELLER, BRETT C 2803 FRANCIS ST YANKTON, SD 57078	\$40.50
05/29/2018	BLDG-18-0100	MELISSA & JOSHUA PAVLISH 204 WEST 17 ST	Basement Finish	\$15,000.00	MELISSA & JOSHUA PAVLISH 204 WEST 17 ST YANKTON, SD 57078	\$84.50
05/29/2018	BLDG-18-0101	ONWARD YANKTON INC 104 WEST 3 ST	Office Finish	\$6,000.00	Walsh Construction 1107 East 19th Street YANKTON, SD 57078	\$48.50

City of Yankton Building Report
May 2018

05/30/2018	BLDG-18-0102	JONES, HAROLD G 1108 PICOTTE ST	Deck	\$1,320.00	JONES, HAROLD G 1108 PICOTTE ST YANKTON, SD 57078	\$23.50
05/31/2018	BLDG-18-0103	BINDER, FRED B 503 MULBERRY ST	Shingle	\$30,000.00	BINDER, FRED B 503 MULBERRY ST YANKTON, SD 57078	\$20.00

(May 2018) Total Valuation:	\$787,573.00	Total Fees: \$2,815.00
(May 2017) Total Valuation:	\$36,735,177.00	
(2018) to Date Valuation:	\$11,783,315.84	
(2017) to Date Valuation:	\$40,952,628.00	



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, May 5, 2018
CMTEA Building, Community Room, 1200 W. 21st Street – 5:30 PM

I. ROUTINE BUSINESS

Roll Call:

Present: Lola Harens, Catherine Crandall, Dave Spencer, and Commissioner Stephanie Moser.

Absent: Dave Withrow, Darcie Briggs, and Bryan Schoenfelder.

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

High School Appearances: None.

Public Appearances: Cathy Weiss, Gurney's Nursery. weissacre@gwtc.net. Concern with Sertoma Park users parking in their driveway and driving into Sertoma Park from their driveway during baseball tournaments. A fence or some type of restraint will be placed up during the baseball tournament on May 12 and 13 to stop the vehicle problems.

Minutes: April 2, 2018 minutes approved. Harens motion, Crandall second. Motion carried 3-0.

II. OLD BUSINESS

A. None.

III. NEW BUSINESS

A. Sertoma Little League presentation on new storage building. The storage building is going to be 24X24X10H with a peaked roof. It will have a wood frame and tin siding with an overhead door and a security light. Building will start as soon as possible.

B. Holiday theme/Santa Claus Lane or Land for Riverside Park. Discussion on holiday lights at Riverside Park. Could take a look at Creighton NE to see how they do theirs. Creighton, NE, has volunteers that put in 2,000 hours to make the display a reality. Reach out to other organizations to see if they would like to participate or share ideas on how it could be done. Could decorate the Capital Building, have Santa there on weekends and activities for the kids. Discussed that it doesn't have to be Riverside Park that gets lit up, it could be Memorial Park or the Soccer Fields. Groups to include in the discussion of a holiday display would include: Sertoma Club, Optimist Club, Rotary Club, Kiwanis Club, Interchange, Chamber of



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.

Commerce, Meridian District, Parade of Lights organizers, Boys and Girls Club, RTEC, and Paul Lowry since he has a history of being involved in the former Santa Claus Lane.

- C. General Discussion. The League of Women Voters would like to have a booth to educate the public on voting during the 4th of July celebration at Riverside Park.

IV. OTHER BUSINESS

- A. Commission information Memorandums (2 CIM attachments).
- B. Next Meeting Monday, June 4, 2018.

V. ADJOURN

Crandall motioned, Harens second. Motion carried 3-0.

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
Monday, May 14th, 2018 @ 5:30PM

The meeting was called to order at 5:32p.m. by Chairman Pier

ROLL CALL:

Present – Deb Specht, Mike Healy, Marc Mooney, Jon Economy, City Commission Liaison Dave Carda and Chairman Steve Pier.

Unable to attend the meeting were Planning Commissioners Shindler, Wenande, Viau and Peterson.

Chairman Pier called for approval of the April 16th, 2018 meeting minutes.

18-22 **MINUTES** – April 16, 2018

MOTION – It was moved by Commissioner Mooney and seconded by Commissioner Economy to approve the minutes from April 16th, 2018.

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

MOTION – PASSED

Chairman Pier stated there were no consent items.

Chairman Pier stated there was no Old Business.

Chairman Pier moved on to New Business to discuss the plat review of Bakley Addition in Government Lots 2, 3, and 4, in Section 33 and in the SW ¼ of the NW 1/4 in Section 34, all in T94N, R55W of the 5th P.M., Yankton County, South Dakota. Address, TBD. Devin W. Bakley and Anna L. Bakley, owners.

Dave Mingo provided background on the proposed plat and stated that staff recommends approval.

18-23 **MOTION** – It was moved by Commissioner Economy and seconded by Commissioner Healy to recommend approval of the plat of Bakley Addition in Government Lots 2, 3, and 4, in Section 33 and in the SW ¼ of the NW 1/4 in Section 34, all in T94N, R55W of the 5th P.M., Yankton County, South Dakota. Address, TBD.

VOTE – Voting “Aye” – all members present. Commissioner Deb Specht- “Abstained”. Voting “Nay” – none.

MOTION – PASSED

HEARING SCHEDULE:

May 29th, 2018: City Commission reviews the plat and makes final decision.

Chairman Pier moved on to discuss the April 2018 Building Report. The total valuation for April, 2018 was \$2,462,033.00 which is significantly higher than April 2017 which was \$645,170.00.

Chairman Pier moved on to discuss the status of the Comprehensive Plan Review. Dave Mingo continued the on-going discussion about sections of the Implementation Schedule in the Comprehensive Plan. The discussion will continue for one or two more meetings.

18-24 **ADJOURNMENT**

MOTION – It was moved by Commissioner Specht and seconded by Commissioner Economy to adjourn at 6:01PM

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

MOTION – PASSED

Respectfully submitted,

Dave Mingo, Secretary

(Unapproved)
CITY of YANKTON
BUSINESS IMPROVEMENT DISTRICT #1
BOARD OF DIRECTORS
MEETING MINUTES
for
May 10, 2018

MEMBERS:

Directors Present – Dan Specht, Rob Stephenson, Steve Slowey, Bruce Cull, and Jason Winterringer.

Unable to attend – Rikesh Patel and Sara Haberman,

Also in attendance were Jake Hoffner, Kasi Haberman, Al Viereck, Todd Larson, Carmen Schramm, Chris Kassin, Dave Mingo and members of the media.

Chairperson Specht opened the meeting by requesting consideration of the minutes from the March 3, 2017 meeting.

MOTION – It was moved by Director Slowey and seconded by Director Stephenson that the minutes of the November 9, 2017 meeting be approved.

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

MOTION – PASSED

Chairperson Specht asked Al Viereck to provide a summary of the financial situation. Mr. Viereck reported that the account has a current balance of \$383,095.36. The first three months of the year are up almost 16 percent over a year ago. We are still waiting for one 2017 payment but when we get that, the 2017 revenue is projected to be over \$150,000. Al congratulated the hoteliers on having a good 2018 so far.

Chairperson Specht asked Vice-Chairperson Stephenson to lead the discussion because he has a conflict of interest with the issue. Vice-Chairperson Stephenson introduced Chris Kassin, Athletic Director for Mount Marty College (MMC). Mr. Kassin said he wanted to discuss a planned Fieldhouse with the board. They estimate that MMC has an annual economic impact on the community of \$15 million. He described the plan as being an eight-lane track and that it would be the largest event facility in Yankton. All other GPAC schools either have a Fieldhouse or are constructing one. This project will help MMC catch up to what other schools have done. The proposed \$11 million facility will also include a preparation area which is something that not all the other facilities have. It is planned to have a capacity of 6,000 people. MMC officials expect the addition of a Fieldhouse to the campus to help increase enrollment, and bring a substantial number of events to Yankton in the winter months. The facility would be available for community activities like youth soccer, Cheer and dance, band competitions and other events. MMC currently has a great relationship with the Yankton School District.

The poor weather this Spring provided a good example of how important a project like this is. Not only would it be available for winter sports, it would also eliminate many weather related cancelations issues with other times of the year.

Vice-Chairperson Stephenson stated that DWU in Mitchell has one and asked what other GPAC Schools have them. Mr. Kassin said all other GPC schools have some version of one. He is pleased that this plan includes an eight-lane track because that will allow MMC to attract larger events than other venues. Larger events mean more people coming to our community which will help the economy.

Kasi Haberman for the CVB asked Mr. Kassin who will be responsible for recruiting events for the facility. Is MMC going to ask the CVB to attract events? Mr. Kassin replied that coordinating events would be a combined effort.

Vice-Chairperson Stephenson stated that he thinks this project is a great opportunity for growth in Yankton and it will essentially help MMC catch up. He said it is important to invest to remain competitive. He asked Mr. Kassin how the fundraising is going? Mr. Kassin said fundraising is going well so far.

Director Cull asked what type of request does MMC have for the BID Board. Mr. Kassin hoped that the board would consider \$1.5 million plus as a goal to contribute to the project.

Commissioner Jake Hoffner stated he would like to see some type of use agreement tied to any commitment for funding. Mr. Kassin stated that MMC and other organizations in the community do a good job of coordinating activities. MMC currently works closely with the School District, City and National Field Archery Association.

Director Cull said he feels this type of facility would have to be managed with the spirit of the purpose in mind and he is not in favor of trading a donation for a use agreement. Director Winterringer asked about the proposed location. Mr. Kassin said the plan is for location the facility west of the MMC campus.

Kasi Haberman mentioned that the number (not enough) hotel rooms in the community make it difficult for Yankton to host large events. Director Slowey stated that if there is a need, more hotel rooms will be built. He also said that this type of project is exactly what this board was set up to do.

Vice-Chairperson Stephenson said that if funding for this project is considered, he is a proponent of paying the NFAA the remaining amount committed to them, \$200,000, now to have that out of the way instead of continuing with a \$25,000 per year payment plan. He said that maybe the board should consider paying off the NFAA and committing to a \$100,000 to \$125,000 per year for the MMC Fieldhouse. There was discussion about whether it would be best to commit to an annual dollar amount or a percentage.

Director Winterringer agreed that this type of project meets the intent of what the board was set up to do. There was substantial discussion about financing and about debt vs. annual commitment and how the debt would be held.

Kasi Haberman stated that of all the Class A cities in the state, Yankton is the only one with one staff member at the CVB. She stated she is concerned that this source of funding is one of the only options to help the CVB and is worried about the board making a big commitment for a project.

Mr. Kassin stated that the goal is to move into the completed project in about two years.

Vice-Chairperson Stephenson discussed the possibility that a \$120,000 annual commitment over 15 years would leave some money for other things and that he is not interested in having a detailed use agreement. Maybe a simple statement about the “Spirit of the Plan” could be in the commitment letter or an agreement.

Director Winterringer stated he like the idea of \$100,000 per year commitment for 15 years and then change the amount if funds are available.

MOTION – It was moved by Director Winterringer and seconded by Director Slowey that the \$200,000 commitment to the NFAA be paid in full now.

VOTE – Voting “Aye” – Directors Specht, Stephenson, Winterringer and Slowey.

Voting “Nay” – none. Abstaining – Director Cull.

MOTION – PASSED

MOTION – It was moved by Director Cull and seconded by Director Winterringer that 80 percent of BID District occupancy tax annual gross receipts be allocated for the MMC Fieldhouse Project up to a total contribution of \$1.8 million.

MOTION (AMENDMENT) – Director Cull proposed an amendment to his motion to include provisions that the City oversees the contract with MMC to document legal, contractual debt for the BID District and that the first payment be made when the ground breaks for the project.

VOTE (AMENDMENT) - Voting “Aye” – Directors Stephenson, Winterringer, Cull and Slowey. Voting “Nay” – none. Abstaining – Director Specht.

MOTION – PASSED

VOTE (INITIAL MOTION) - Voting “Aye” – Directors Stephenson, Winterringer, Cull and Slowey. Voting “Nay” – none. Abstaining – Director Specht.

MOTION – PASSED

Al Viereck stated that based on the approved motion, the payment would begin at ground breaking and then payments would take place every February thereafter until \$1.8 million was reached.

Mr. Kassin thanked the board for their work and exited the meeting.

Vice-Chairperson Stephenson leaves the meeting at this time and Chairperson Specht leads the rest of the meeting.

MOTION – It was moved by Director Cull and seconded by Director Slowey that the board recommend to the City Commission that Directors Haberman and Winterringer be reappointed for another term.

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

MOTION – PASSED

MOTION – It was moved by Director Cull and seconded by Director Slowey that Dan Specht be elected Chairperson and Rob Stephenson be elected Vice-Chairperson / Secretary for the coming year.

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

MOTION – PASSED

A date for the next meeting was discussed. The next meeting will be the regular Fall meeting and will tentatively be scheduled for October 31st.

Kasi Haberman provided the BID Board with an update of CVB activities. She had promotional materials for the board. The CVB has renewed the cooperative agreement with the state. She discussed the new geofencing marketing that will help provide more people with real time information about Yankton. She is always hopeful to do more but the needs to add staff in order to do so. She would like some part time helps to start but would need additional funding to hire.

Director Cull asked what percentage of the BBB tax revenue goes to the CVB. Mr. Viereck stated that approximately 30 percent of the BBB funds go to the CVB annually.

Director Slowey stated that he is convinced that the CVB needs additional funds and is willing to help. He also stated that the BID Board was not established to fund marketing.

Director Cull would like to encourage the City Commission to do more for the CVB.

Chairperson Specht stated that there is BID funding available beyond the commitments that have been made. There is also projected to be growth in annual receipts.

MOTION – It was moved by Director Winterringer and seconded by Director Cull that the meeting be adjourned.

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

MOTION – PASSED.

Respectfully submitted,



Dave Mingo

As appointed by the Secretary of the Board.

Memorandum No. 18-119**TO: Mayor and City Commissioners****FROM: Amy Nelson City Manager****RE: Set budget workshop meetings****DATE: June 5, 2018**

According to our budget timeline schedule, we are slated to hold CIP workshop meeting the week of June 18-22. We have traditionally blocked off two nights with the anticipation of finishing the first night. City Hall meeting room B has been reserved starting at 5:30 p.m. We recommend holding our meetings on June 18 and holding June 19 in reserve in case we need a second night.

_____ Voice vote

Memorandum #18-112

To: City Manager
From: Finance Department
Date: May 31, 2018
Subject: Transient Merchant

We have received the following application from Martha's Crafts/Rustic Designs & More:

Martha's Crafts/Rustic Designs & More
JoDean's Frontage
2809 Broadway Avenue
Yankton, SD 57078

The applicant is requesting a license to have a craft booth at JoDean's Frontage, 2809 Broadway Avenue on June 12, 2018 thru July 11, 2018.

A check with the State Sales Tax office revealed that the applicant does pay State Sales Tax.

City Code also requires the applicant to pay a fee of \$50.00 per month and file insurance with the Finance Officer. We have received the fee.



Al Viereck
Finance Officer

Memorandum #18-113

To: City Manager
From: Finance Department
Date: May 31, 2018
Subject: Transient Merchant

We have received the following application from Martha's Crafts/Rustic Designs & More:

Martha's Crafts/Rustic Designs & More
JoDean's Frontage
2809 Broadway Avenue
Yankton, SD 57078

The applicant is requesting a license to have a craft booth at JoDean's Frontage, 2809 Broadway Avenue on August 1, 2018 thru August 31, 2018.

A check with the State Sales Tax office revealed that the applicant does pay State Sales Tax.

City Code also requires the applicant to pay a fee of \$50.00 per month and file insurance with the Finance Officer. We have received the fee.



Al Viereck
Finance Officer

Memorandum #18-122

To: City Manager
From: Finance Department
Date: June 5, 2018
Subject: Transient Merchant License Application

We have received the following application for a Transient Merchant License:

Meridian District
211 W. 3rd Street
Yankton, SD 57078

The applicant is requesting a license to have vendors on July 28, 2018 for a trunk sale on 3rd Street Cedar to Douglas, Yankton, SD.

The applicant is in compliance with all police codes as checked by the Police Department.



Al Viereck
Finance Officer

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 21, 2018, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, June 25, 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 11th day of June, 2018.



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 Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 28, 2018, from the Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, June 25, 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 11th day of June, 2018.



Al Viereck
FINANCE OFFICER

Memorandum #18-107

To: City Manager
From: Finance Department
Date: June 1, 2018
Subject: Special Events Malt Beverage License-Capitol Street Pub

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, July 3, 2018, from Capitol Street Pub (Garrett Horn, President), 3rd Street Between Walnut and Douglas, Yankton, S.D.

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



Al Viereck
Finance Officer

Memorandum #18-108

To: City Manager
From: Finance Department
Date: June 1, 2018
Subject: Special Events Liquor License-Rounding 3rd Bar & Casino

We have received an application for a Special Events (on-sale) Liquor License for 1 day, June 19, 2018, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), d/b/a Rounding 3rd Bar & Casino, Yankton Ice Arena, 901 Whiting Drive, Yankton, S.D.

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



Al Viereck
Finance Officer

Memorandum #18-109

To: City Manager
From: Finance Department
Date: June 1, 2018
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, October 20, 2018, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

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



Al Viereck
Finance Officer

Memorandum #18-110

To: City Manager
From: Finance Department
Date: June 1, 2018
Subject: Transfer Retail (on-off sale) Malt Bev. – Gramps

We have received an application for the transfer of ownership of a Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from Xtreme, Inc. (Jeff Koster, President), d/b/a Gramps to Arrowhead Holdings, LLC (Rick Daugherty, Member), d/b/a Gramps, 700 E. 4th Street, Yankton, SD.

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



Al Viereck
Finance Officer

Memorandum #18-124

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Second Reading, Public Hearing and Consideration of Ordinance #1008, and amendment regarding Administrative Inspections and Warrants
Date: June 5, 2018

The attached ordinance amendments provide a mechanism for the City to request permission from the court to enter property where staff has reason to believe an ordinance violation is occurring but where the property owner will not grant permission. South Dakota Codified Law (SDCL) supports this procedure and many other communities in the state are already using it. It's one more tool available to help expedite the response to a challenging situation. This amendment only addresses administrative inspections, it doesn't change the scope, standards, or requirements of any zoning, nuisance, building code or other provision of the ordinance as described below by Deputy City Attorney Lindsay Hovden.

Pursuant to South Dakota Law:

An inspection warrant is a written order in the name of a county or municipality signed by a magistrate judge or circuit court judge, directed to a county or municipal official, commanding him to conduct any inspection required or authorized by state or local law or regulation relating to building, housing, fire, safety, plumbing, electrical, health, or zoning.

In other words, an inspection warrant gives the City the authority to search a specific location for evidence of non-compliance with the municipal code. It is similar to a criminal warrant in that it requires an affidavit demonstrating good cause for the search, and is issued by a judge if a judge determines that good cause exists and the statutory requirements for issuing the warrant have been met. Given the difficulty that is sometimes encountered in determining whether a violation of the municipal code exists without entering onto private property, the ability to utilize the inspection warrant process would provide the Department of Community and Economic Development with an important tool to enforce ordinances related to building, housing, safety, plumbing, electrical, health, or zoning.

Under South Dakota law, in order to obtain an inspection warrant, the City must demonstrate in its affidavit that: (1) the inspection is one that the City is authorized by ordinance to make; and (2) consent to inspect has been sought and refused or facts and circumstances justifying the failure to seek such consent exist. The proposed amendments to existing ordinance seek to address these requirements.

Respectfully submitted,



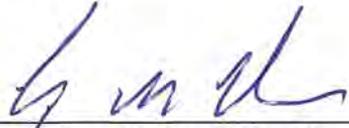
Dave Mingo, AICP
Community & Economic Development Director

___ Roll Call

Recommendation: It is recommended that the City Commission conduct the public hearing and approve the proposed Ordinance #1008.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson, City Manager

Roll Call

Ordinance No. 1008

An Ordinance to permit administrative inspections of private property and to authorize administrative inspection warrants to enter upon private property in the absence of consent. Be it ordained that:

A new Sec. 1-15 shall be added to read as follows:

Sec. 1-15. - Right to Inspect.

In addition to and notwithstanding any other provision of this Code, in order to determine whether a violation of any provision of this Code exists, the City Manager or his or her designee may, with the consent of the owner, occupant, or agent, enter upon any property and make an inspection. Such inspection may include the taking of photographs, surveys, samples or other physical evidence. If an owner, occupant or agent refuses consent to the inspection, or if facts or circumstances exist reasonably justifying the failure to seek such consent, the City Manager or his or her designee may seek an administrative inspection warrant pursuant to the procedures provided for under applicable South Dakota Codified Laws.

Sec. 15-1 shall be amended to read as follows:

Sec. 15-1. - Abatement of nuisances by injunction; other remedies not precluded.

When any person shall do any act declared to be a nuisance by this Code or any other ordinance of the city, the city may commence and complete an action in the proper courts to restrain a violation of the provision of this Code or other city ordinance or such nuisance by injunction, or other similar remedy. Action for abatement may be commenced by the city attorney, and shall be commenced if requested by the board of commissioners, or the city manager. Action authorized by this section shall be an additional and further remedy to enforce such ordinance and shall not be a bar to prosecution thereunder. In order to determine whether a nuisance exists, a code enforcement officer may, with the consent of the owner, occupant, or agent, enter upon any property and make an inspection. Such inspection may include the taking of photographs, surveys, samples or other physical evidence. If an owner, occupant or agent refuses consent to the inspection, or if facts or circumstances exist reasonably justifying the failure to seek such consent, a code enforcement officer may seek an administrative inspection warrant pursuant to the procedures provided for under applicable South Dakota Codified Laws.

Sec. 7-60 shall be amended to read as follows:

Sec. 7-60. - Enforcement.

- (a) Administration. The city manager or his or her authorized representative or building official is hereby authorized to enforce the provisions of this article.

- (b) Right to Inspect. In order to determine whether a building is dangerous or abandoned within the meaning of this Code Section, a building official may, with the consent of the owner, occupant, or agent, enter upon any property and make an inspection. Such inspection may include the taking of photographs, surveys, samples or other physical evidence. If an owner, occupant or agent refuses consent to the inspection, or if facts or circumstances exist reasonably justifying the failure to seek such consent, a building official may seek an administrative inspection warrant pursuant to the procedures provided for under applicable South Dakota Codified Laws.
- (c) Commencement of proceedings. Whenever a building official has determined that a building is a dangerous building, he or she may commence proceedings to cause the repair, vacation or demolition of the building.
- (d) Notice and order. The building official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:
 - (1) Address, description. The street address and legal description sufficient for identification of the premises upon which the building is located.
 - (2) Statement by building official. A statement that the building official has found the building to be dangerous, with a brief and concise description of the conditions found to render the building dangerous under the provisions of this article.
 - (3) Statement of action required. A statement advising that any person having any recorded title or legal interest in the building may appeal from the notice and order or any action of the building official to the city commission. The appeal must be made in writing as provided in this article, and filed with the building official within ten (10) days from the date of service of such notice and order. In addition the notice must advise that failure to appeal will constitute a waiver of all rights to a hearing on the matter.

Sec. 27-16 shall be amended to read as follows:

Sec. 27-16. - Violations; *inspection*; penalty.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter shall be fined not less than twenty-five dollars (\$25.00) nor more than two hundred dollars (\$200.00) for each offense. Each day during which a violation exists shall constitute a separate offense. In order to determine whether a zoning violation exists, a building official may, with the consent of the owner, occupant, or agent, enter upon any property

and make an inspection. Such inspection may include the taking of photographs, surveys, samples or other physical evidence. If an owner, occupant or agent refuses consent to the inspection, or if facts or circumstances exist reasonably justifying the failure to seek such consent, the building official may seek an administrative inspection warrant pursuant to the procedures provided for under applicable South Dakota Codified Laws.

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

Nathan V. Johnson, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum #18-118

To: *Amy Nelson, City Manager*
From: *Brittany LaCroix, Events and Promotions Coordinator*
Subject: *Request by Meridian District for Special Events Parking Ordinance #933 to be in place during the 3rd on 3rd event and request for suspension of alcohol consumption*
Date: *June 4, 2018*

The 3rd on 3rd event hosted by the Meridian District and City of Yankton, will be taking place on July 3, 2018 in celebration of the 4th of July holiday. The organizing committee is requesting a street closure for 3rd Street between Walnut and Douglas, shown on the attached map, to be in effect from 8:00 AM on July 3, 2018 until 2:00 AM on July 4, 2018.

There will be a DJ set up on 3rd Street in front of the Riverfront Event Center playing from 7pm-12am. Food trucks will line up on 3rd Street and various activities, such as face painting and henna tattoos, will be set up in the closed area. There will be volunteers at all entrances into the event that will be checking ID's and giving wristbands. This event is 18+, so the wristbands will be different for those 21+ to avoid underage consumption of alcohol.

The committee is requesting that Special Events Parking zone identifying boundaries of the zone and Tow Authorization be granted during this event for car traffic. The 3rd on 3rd committee will place no parking signs 48 hours prior to the event on Friday, June 29, 2018. The committee will create a temporary sign to attach identifying details of the event. The Meridian District is also requesting 36 A-frames be provided to hang no parking signs, barricades to be used to close the streets as mentioned above, as well as, snow fence, posts and picnic tables. The committee will coordinate with the Streets & Parks Departments to locate signs in appropriate areas.

The committee is also asking for a suspension of the open container law of the City of Yankton for the requested closed area. This request is to have the City of Yankton suspend the law for this event on 3rd Street between Walnut and Douglas from 7:00 pm on Tuesday, July 3rd until 2:00 am on Wednesday, July 4th.

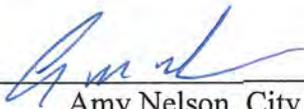
Recommendation: It is recommended that the City Commission approve the special event with the special event parking ordinance in force and the City Manager suspend the open container law for the area of 3rd Street between Walnut and Douglas for the 3rd on 3rd event on July 3, 2018.

Respectfully submitted,

Brittany LaCroix
Events & Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Resolution #18-36

Special Events Parking Request

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

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

WHEREAS, the Meridian District has made a request to enact this no parking zone for their event on July 3, 2018.

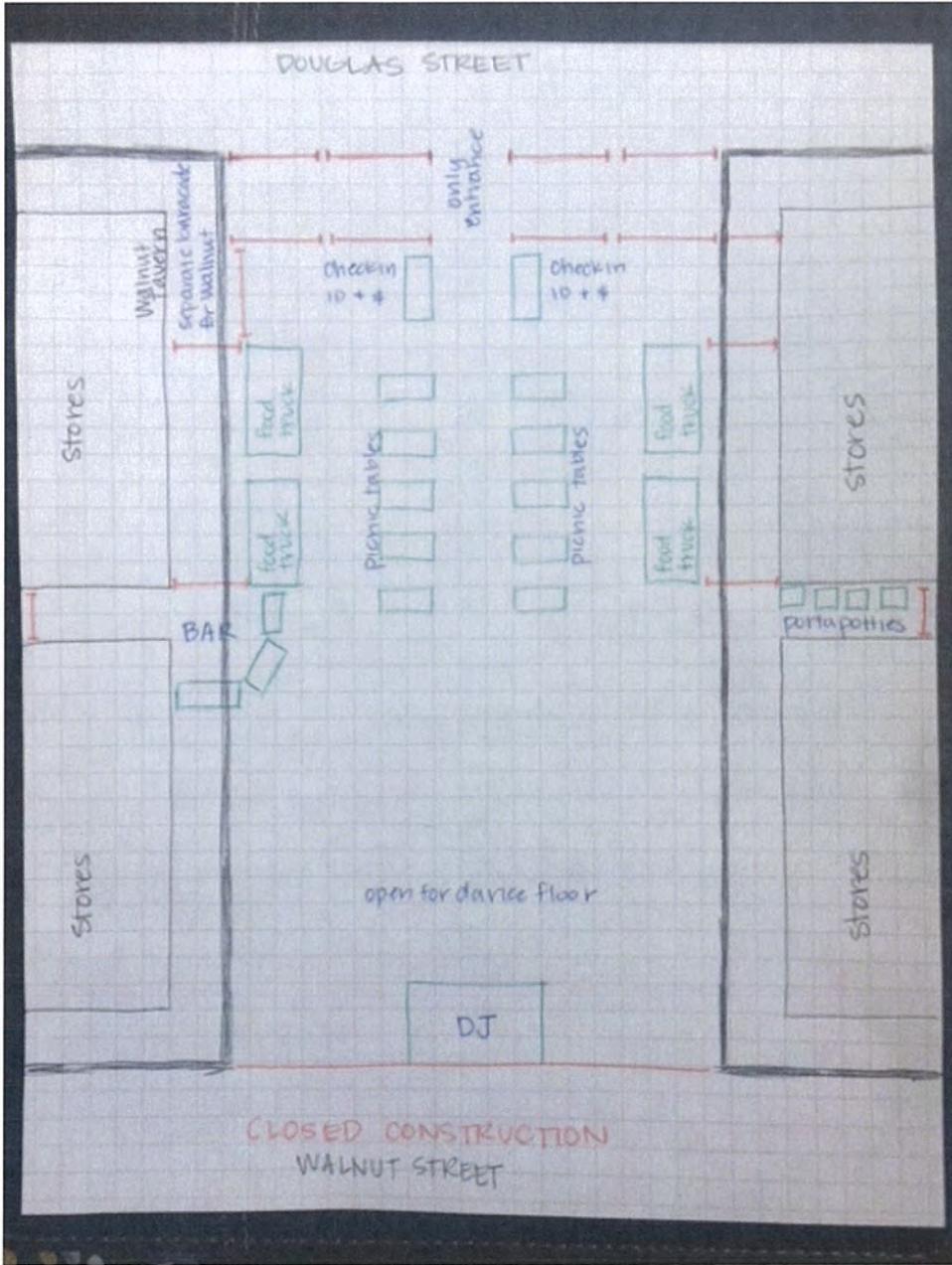
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on 3rd Street between Walnut and Douglas, to be in effect from 8:00 AM on July 3, 2018 until 2:00 AM on July 4, 2018.

Adopted:

Nathan V Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer



Memorandum #18-116

To: City Manager
From: Finance Officer
Date: June 4, 2018
Subject: Special Events Dance for Meridian District

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

Meridian District

Meridian District has applied for a license to hold a street dance on July 3, 2018, 3rd Street between Walnut & Douglas, Yankton, S.D.

A license fee of \$5.00 has been paid.

Proof of insurance has been provided.



Al Viereck
Finance Officer

Memorandum #18-117

To: *Amy Nelson, City Manager*
From: *Brittany LaCroix, Events and Promotions Coordinator*
Subject: *Request by Harvest Halloween for Special Events Parking Ordinance #933 to be in place during Meet in the Street on July 28, 2018*
Date: *June 4, 2018*

The Harvest Halloween Committee is requesting a Special Event No Parking street closure be put in place for a Meet in the Street trunk sale event on Saturday, July 28, 2018. The street closure would include 3rd Street from Broadway to Douglas, keeping all intersections open. The closure will be in effect from 7:00 AM to 4:00 PM.

This is a fundraiser for Harvest Halloween with proceeds from registrar fees of \$25 per car/vehicle (no trailers). Vendors will sell on the north side of the street only. The committee is also asking permission for the retailers within the closed area be allowed to set up a table on the sidewalks in front of their business. At 2 pm we will be prepared to open the barricades on the south side roadway running east for the Rock n' Rumble motorcycles (this is tradition for them to travel down 3rd Street after their poker run). Meet in the Street event will wrap up after that parade and all barricades will be open once the vendors have left.

The requested street closure is based upon the maximum number of vendors we could have. If the number of vendors is lower than expected the closure will be smaller in size.

In 2010, the City Commission adopted an ordinance allowing for a no parking designation for special events designated by a resolution before the governing body. This resolution would authorize the City to tow vehicles that are parked in the defined area and times.

The committee is requesting that Special Events Parking zone identifying boundaries of the zone and Tow Authorization be granted during this event for car traffic. The committee will place no parking signs 48 hours prior to the event on Tuesday, July 24, 2018. The committee will create a temporary sign to attach identifying details of the event. Harvest Halloween Committee is also requesting A-frames be provided to hang no parking signs and barricades to be used to close the streets as mentioned above. The committee will coordinate with the Streets & Parks Departments to locate signs in appropriate areas.

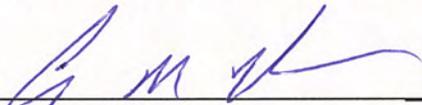
Recommendation: It is recommended that the City Commission adopt Resolution #18-37 authorizing the no parking zone for Meet in the Street held by the Harvest Halloween committee on 3rd Street from Broadway to Douglas, keeping all intersections open. The no parking zone shall be in effect on July 28, 2018 from 7:00 AM to 4:00 PM.

Respectfully submitted,

Brittany LaCroix
Events & Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Resolution #18-37

Special Events Parking Request

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

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

WHEREAS, the Harvest Halloween Committee has made a request to enact this no parking zone for their event on July 28, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on 3rd Street from Broadway to Douglas, keeping all intersections open. The closure will be in effect on July 28, 2018 from 7:00 AM to 4:00 PM

Adopted:

Nathan V Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer



MEET IN THE STREET SATURDAY JULY 28 9am-3pm

NEBRASKA SOUTH DAKOTA



FARMERS MARKET

CAPITAL



ROCK N' RUMBLE

3RD ST

DOUGLAS

MEET IN THE STREET

WALNUT

MEET IN THE STREET

CEDAR

MEET IN THE STREET

BROADWAY

3RD ST

MOTORCYCLES 2 PM

Google

Memorandum #18-121

To: Amy Nelson, City Manager
From: Todd Larson, Director of Parks, Recreation, & City Events
Subject: Settlement with Monica Iverson
Date: February 5, 2018

City Attorney Den Herder has worked through an Agreement (attachment) with Monica Iverson, 115 Walnut Street, for the removal of the two sets of musical instruments that were installed on the north end of the Meridian Bridge in the Meridian Plaza. The musical instruments will be removed, by Monday, June 25, and if not damaged during the removal process, will be placed by the play area in Riverside Park.

The Agreement includes a right of first refusal for the purchase of Monica Iverson's property at 115 Walnut Street should she decide to sell it in the future.

Recommendation: It is recommended the City of Yankton enter into this settlement agreement with Monica Iverson.

Respectfully submitted,



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

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into between the City of Yankton, a South Dakota municipal corporation (hereinafter referred to as the "City"), and Monica Iverson (hereinafter referred to as "Iverson"). The City and Iverson are, from time to time herein, collectively referred to as "the Parties".

RECITALS

1. Iverson is the owner of real property located at 115 Walnut Street, Yankton, South Dakota, which is legally described as follows:

Lot Eleven (11), Block Thirteen (13), Todd's Addition, City and County of Yankton, South Dakota.

(referred to herein as "Iverson's Property").

2. The City is the owner of real property previously platted as Walnut Street and converted into the Meridian Plaza and containing the Meridian Bridge located adjacent to the Eastern Boundary of Iverson's Property (referred to herein as the "City's Property").

3. The City has placed two (2) interactive musical sculpture gongs on the City's Property within one hundred feet (100') of Iverson's Property (referred to herein as the "Gongs").

4. Iverson has alleged that the City's installation and maintenance of the Gongs unreasonably annoys and injures her comfort and repose in her property, and that the Gongs constitute a nuisance under South Dakota law.

5. Iverson further alleges that the Gongs substantially interfere with her use and enjoyment of her property which amounts to a taking of her property without just compensation under the State and Federal Constitutions.

6. Iverson has also alleged that the noise produced by the Gongs distresses her on a day-to-day basis, interferes with her daily life activities, and substantially reduces the value of the Iverson Property.

7. The City disputes Iverson's allegations in all respects; however, the Parties wish to amicably resolve their dispute over the Gongs on the terms set forth in this Agreement.

Now, therefore, the parties agree as follows:

AGREEMENT

1. Removal and Relocation of the Gongs. Pursuant to the terms of this Agreement, the City agrees to remove the Gongs from their current location and to relocate the sculptures to the locations within Riverside Park highlighted on Exhibit A. Such removal and relocation shall occur no later than fourteen days following execution of this Agreement.

2. Right of First Refusal. In exchange for the City moving the musical sculptures, Iverson hereby grants to the City a right of first refusal permitting the City an opportunity to match any bona fide offer Iverson is willing to accept to sell her property in accordance with the attached Exhibit B Right of First Refusal Agreement, which shall be recorded with the Yankton County Register of Deeds and made a part of the chain of title for the Iverson Property.

4. Full Settlement. The purpose of this Agreement is to settle fully and completely resolve any and all disputes between the Parties related to the musical sculpture Gongs. Accordingly, each party absolutely, fully, and forever releases and discharges the other party and their respective agents, partners, associates, directors, officers, employees, representatives, predecessors, successors, assigns, from any claim, demand, causes of action, suit, liability, controversy, damages, compensation, costs, expense, and attorneys fees, suspected or unsuspected absolute or contingent, pending or anticipated, arising out of the circumstances surrounding the current placement of the Gongs.

5. Denial of Liability. The Parties acknowledge that this Agreement constitutes a compromise and settlement of the present and disputed claims of the Parties, which claims are contested and/or denied by each party. This settlement is premised upon the Parties' desire to resolve their dispute, and neither Party acknowledges any liability whatsoever by executing this Agreement and entering into this settlement.

6. 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.

7. Attorneys' Fees and Costs. The Parties shall pay their own costs and attorneys' fees incurred with regard to this matter.

8. Applicable Law and Venue. This Agreement shall be construed and interpreted according to the Law of the State of South Dakota and any subsequent dispute regarding this Agreement shall be brought in a court of competent jurisdiction in Yankton County, South Dakota.

9. Severability. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, conditions, or provisions shall not be affected and the term or provision determined to be illegal or invalid shall be deemed not to be part of this Agreement.

10. Counterparts/Faxed Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement. The Parties mutually agree that this Agreement may be executed by faxed signature.

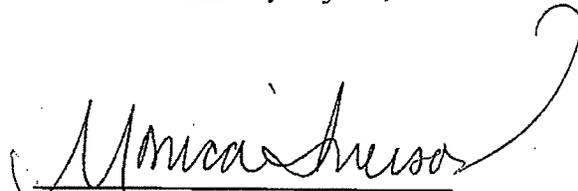
11. Warranty of Authority. Each party executing this Agreement warrants his or her authority to execute this Settlement Agreement on behalf of the party for which they sign and that this agreement is legally binding upon such party.

Dated this ____ day of June, 2018.

Dated this 1st day of June, 2018.

City of Yankton

By: Amy Nelson
Its: City Manager



Monica Iverson

Memorandum #18-100

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Business Improvement District #1 Expenditure Recommendation NFAA
Date: June 5, 2018

At their meeting on May 10, 2018, the Yankton Business Improvement District (BID) #1 Board of Directors approved and action recommending the payment of the remaining amount committed to the National Field Archery Association (NFAA) for their 2017 facility addition. The attached Resolution #18-31 describes the action. You may remember that the original recommendation included a \$400,000 total contribution with \$200,000 paid in 2017 and the remainder paid annual in \$25,000 increments over eight years.

With this action, the BID Board of Directors wishes to fulfill the disbursement commitment to the NFAA immediately upon City Commission approval. The BID fund had a May balance of \$383,095.36 so this proposed expenditure would leave the fund with a balance of \$183,095.36.

BID Board of Director's Chairperson Dan Specht will be in attendance at the City Commission meeting to help answer any questions you may have. A copy of the unapproved May 10 BID Board meeting minutes is also included in this packet for your review.

Respectfully submitted,



Dave Mingo, AICP
Community and Economic Development Director

RESOLUTION #18-31

WHEREAS Yankton Business Improvement District 1 was created in conformance with South Dakota Codified Law and defined in City Ordinance #953, and

WHEREAS, The Business Improvement District #1 Board of Directors is therein authorized to make recommendations to the Yankton Board of City Commissioners regarding governance of the District including its revenues and expenditures, and

WHEREAS, at their meeting on May 10, 2018, the Yankton Business Improvement District #1 approved a recommendation that the City Commission provide funding in the amount of \$200,000 from the District account to the National Field Archery Association (NFAA) to complete the previously agreed upon commitment to the NFAA in advance to the originally scheduled distribution of funds.

NOW THEREFORE, BE IT RESOLVED that the Yankton Board of City Commissioners, upon the recommendation of the Business Improvement District #1 Board of Directors does hereby authorize the immediate distribution of \$200,000 of Business Improvement District #1 generated funds to the NFAA to complete the previously approved \$400,000 commitment early, and

BE IT FURTHER RESOLVED that the Yankton City Manager be authorized to execute any documents associated with said disbursement.

Adopted:

Nathan V. Johnson, Mayor

ATTEST

Al Viereck, Finance Officer

Memorandum #18-101

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Business Improvement District #1 Expenditure Recommendation for the Mount Marty College Fieldhouse
Date: June 5, 2018

At their meeting on May 10, 2018, the Yankton Business Improvement District (BID) #1 Board of Directors approved an action recommending a financial commitment of BID generated funds for the proposed Mount Marty College (MMC) Fieldhouse Project. The attached Resolution #18-32 describes the details of the proposed commitment.

In brief, the \$1.8 million recommended commitment would occur in as many years as needed at the rate of 80 percent of district revenues from the previous year. The payments would occur through Yankton Area Progressive Growth and the commitment would be structured in a manner that constitutes legal debt for the BID. Based on conservative projections, the 80 percent should equal about \$120,000 per year which will complete the commitment in 15 years or less depending on revenue growth.

If this commitment is approved, the fund's combined annual obligations would be at 92 percent of the previous year's revenue. 80 percent to MMC, 10 percent to the Convention and Visitor's Bureau and two percent to the City for administration. For discussion's sake, and depending on the timing of the first disbursement to MMC, we estimate that would leave the \$183,095.36 unobligated account balance and eight percent of future revenues available for other projects. The eight percent is estimated to be around 12,000 per year. This does not take into account the very good probability that the annual revenues the BID generates will increase over time.

BID Board of Director's Chairperson Dan Specht will be in attendance at the City Commission meeting to help answer any questions you may have. A copy of the unapproved May 10th BID Board meeting minutes is also included in this packet for your review.

Respectfully submitted,



Dave Mingo, AICP
Community and Economic Development Director

RESOLUTION #18-32

WHEREAS Yankton Business Improvement District 1 was created in conformance with South Dakota Codified Law and defined in City Ordinance #953, and

WHEREAS, The Business Improvement District #1 Board of Directors is therein authorized to make recommendations to the Yankton Board of City Commissioners regarding governance of the District including its revenues and expenditures, and

WHEREAS, at their meeting on May 10, 2018, the Yankton Business Improvement District #1 approved a recommendation that the City Commission provide funding to Mount Marty College for a defined portion of their Fieldhouse Project as described at the meeting, and

WHEREAS said funding shall be in the amount of 80 percent of the previous year's gross District receipts payable in February of each year, and

WHEREAS, the first of said payments shall occur at the time of groundbreaking for the project and shall continue each year until such time that \$1,800,000 has been provided to Mount Marty College for the Fieldhouse project, and

WHEREAS, because the first payment is based on the time of groundbreaking, it is possible that the first two payments will be less than 12 months apart, and

WHEREAS, the Business Improvement District #1 Board of Directors also recommends that the City oversees the payments and structures them as needed to document legal debt for the District, and

WHEREAS, the described payments shall be made through the local economic development corporation (Yankton Area Progressive Growth).

NOW THEREFORE, BE IT RESOLVED that the Yankton Board of City Commissioners, upon the recommendation of the Business Improvement District #1 Board of Directors does hereby authorize the above described disbursement of funds, and

BE IT FURTHER RESOLVED that the Yankton City Manager be authorized to execute any documents associated with said disbursement.

Adopted:

ATTEST

Nathan V. Johnson, Mayor

Al Viereck, Finance Officer



MOUNT
MARTY
COLLEGE

Making an Impact

Yankton Business Improvement District

05/10/2018

Presented by: Chris Kassin

To what extent does MMC impact the Yankton Community?

MMC's current annual economic impact is over \$15 million

How can we continue this momentum and grow for the future?

Priority Project: Fieldhouse - \$11.5 million

Projected economic impact – over \$22 million
(construction year)

Unique facility will
complement and supplement
community events

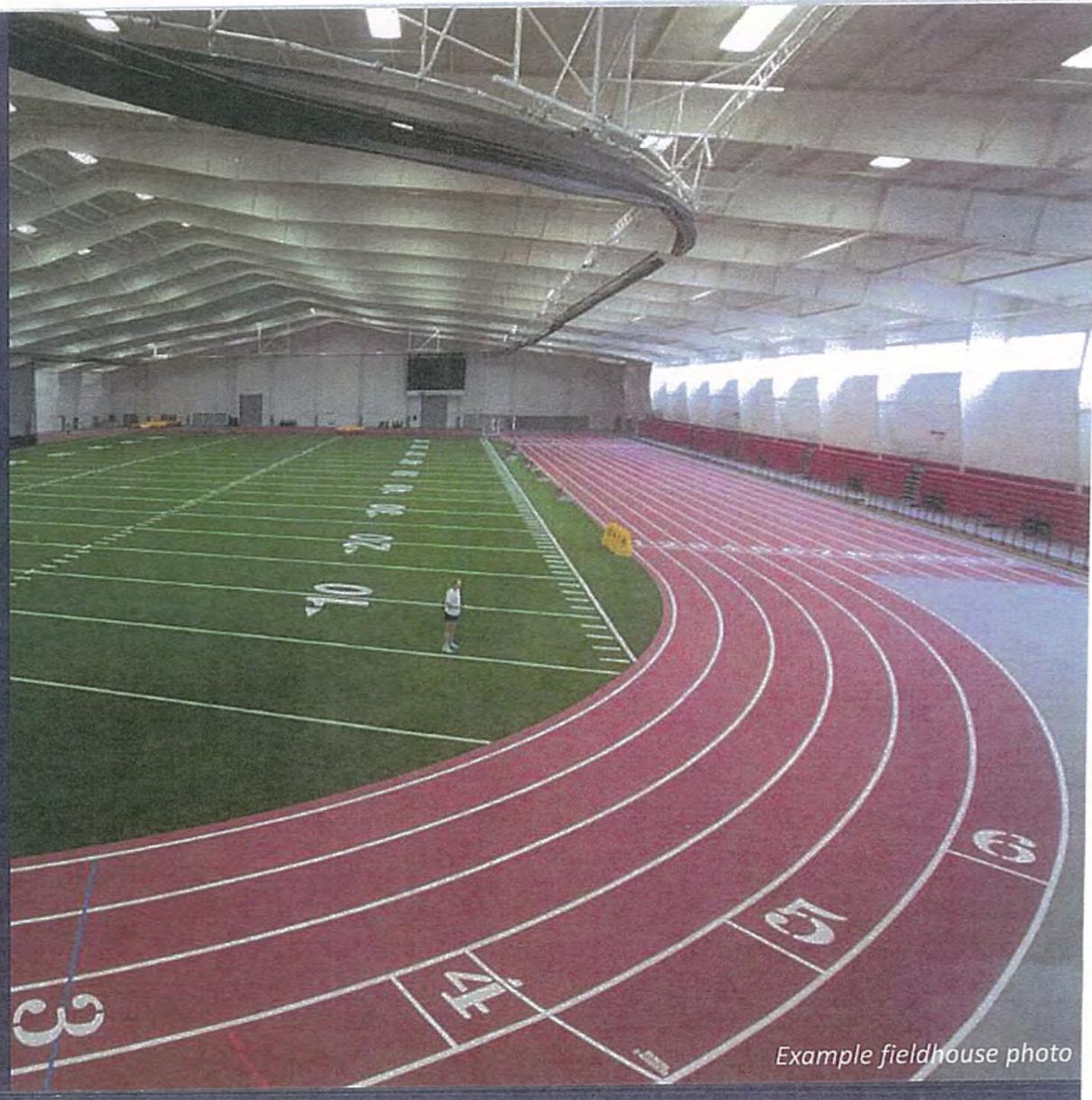
Only 8 lane track in GPAC

Largest event facility in Yankton

Large pre-prep area for events

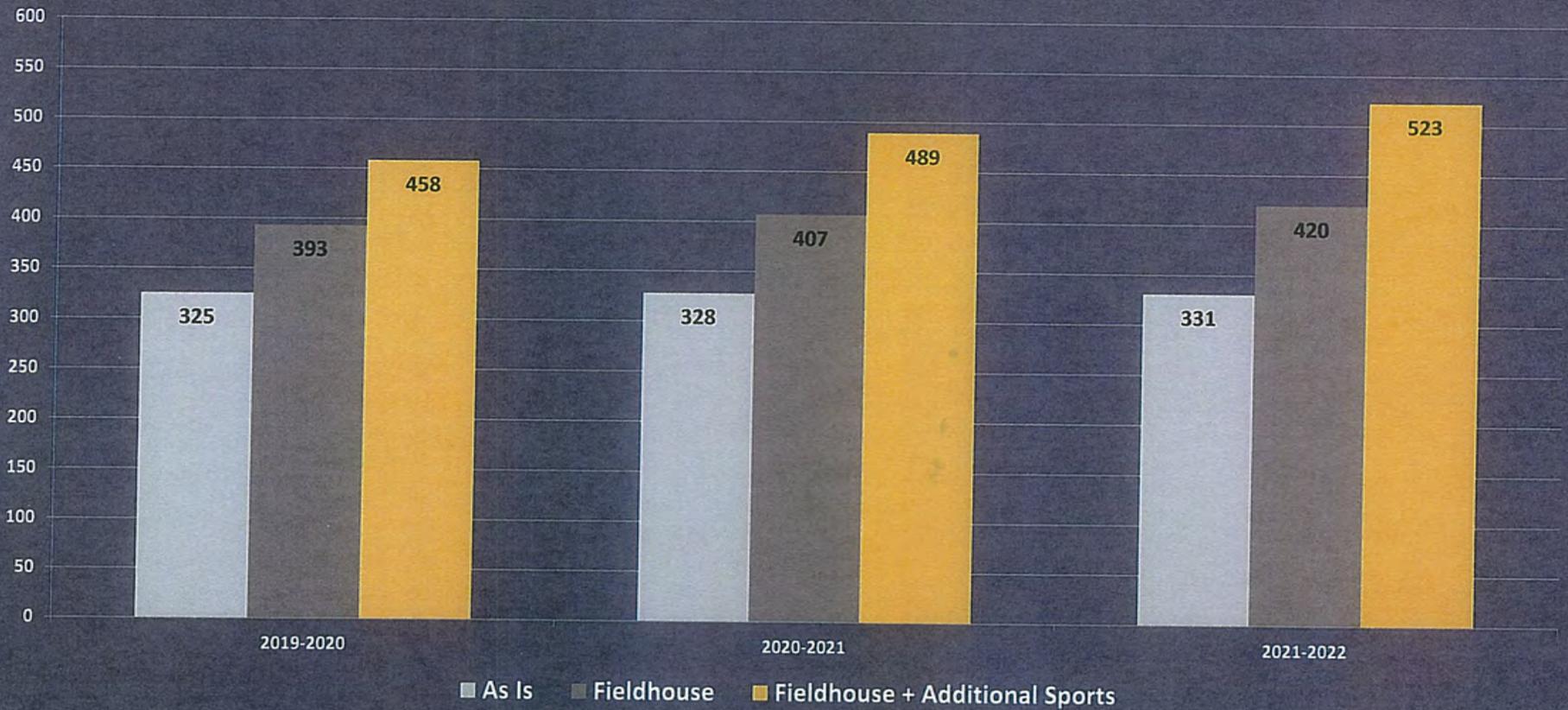
Potential to host GPAC Conference
events

Attract teams from across the
Midwest for preseason games



Example fieldhouse photo

Fieldhouse will result in rapid growth in student athlete enrollment



Collegiate Events & Visitors

CAPACITY = 6,000

GPAC events = 1000+ visitors

At least two college track meets of 12-15 schools

College level soccer invitational tournament

Modified baseball and softball games and tournaments

Will generate additional \$2 million annual revenue



Example fieldhouse photo

Possible Community Events & Visitors

At least two regional indoor high school track meets

Cheer/Dance competitions

Marching Band competitions

High school and youth level indoor soccer tournaments

Modified youth and adult baseball and softball games and tournaments

Partnerships with YSD to provide indoor practice facilities

Sports camps

Boat, camper, home shows

Significant impact on Yankton hotels, restaurants, and retailers



Example fieldhouse photo

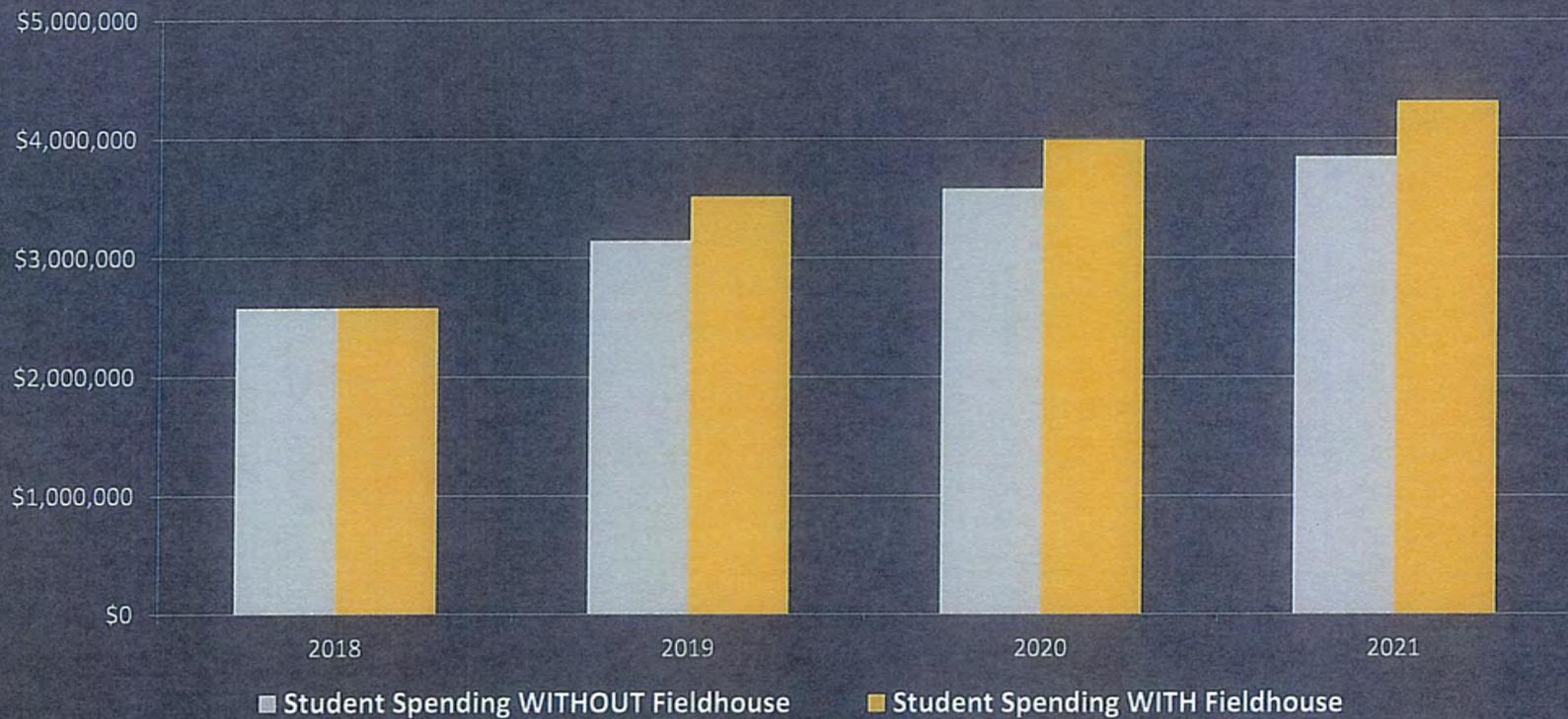
Increased Revenue to the Yankton Economy

Direct Spending



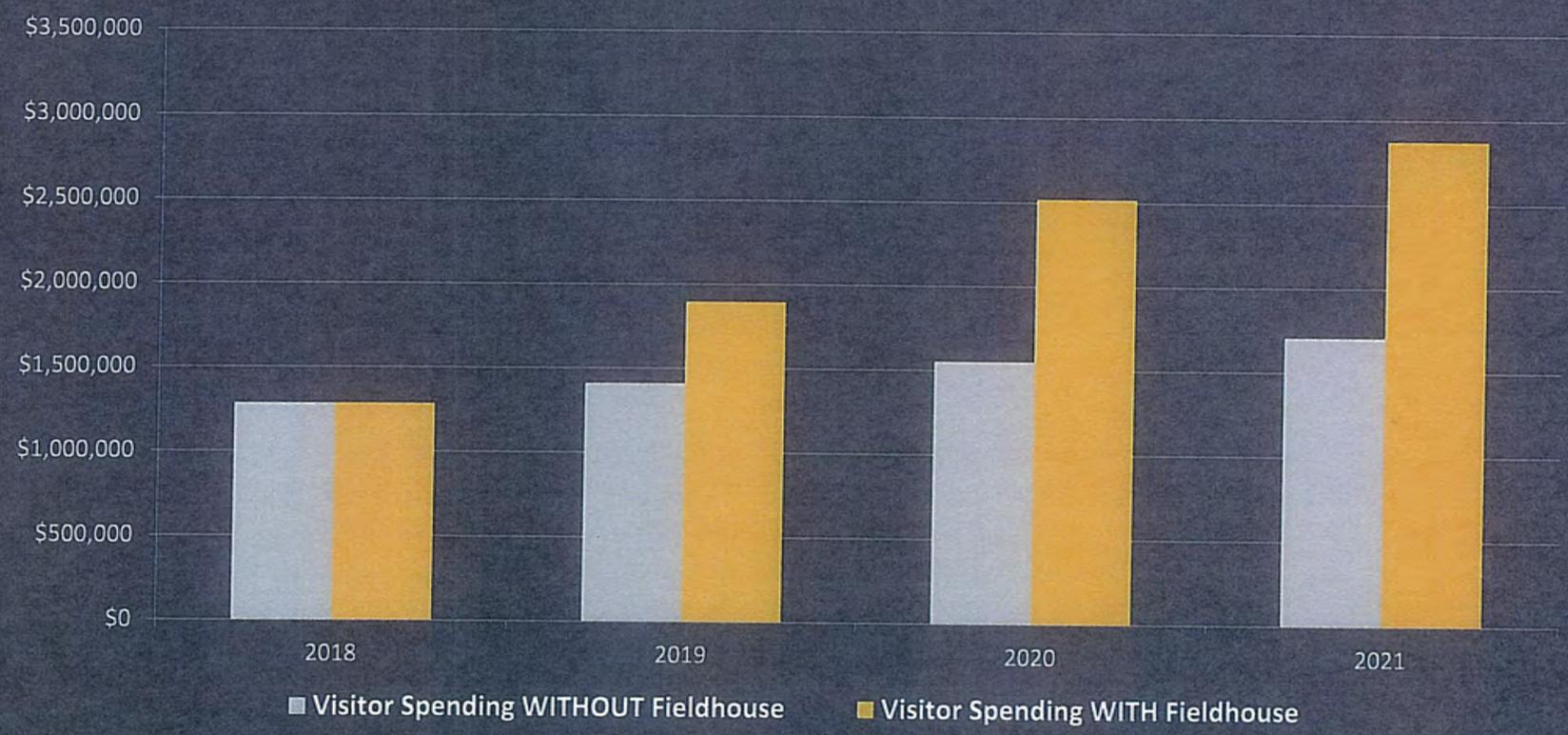
Increased Revenue to the Yankton Economy

Student Spending



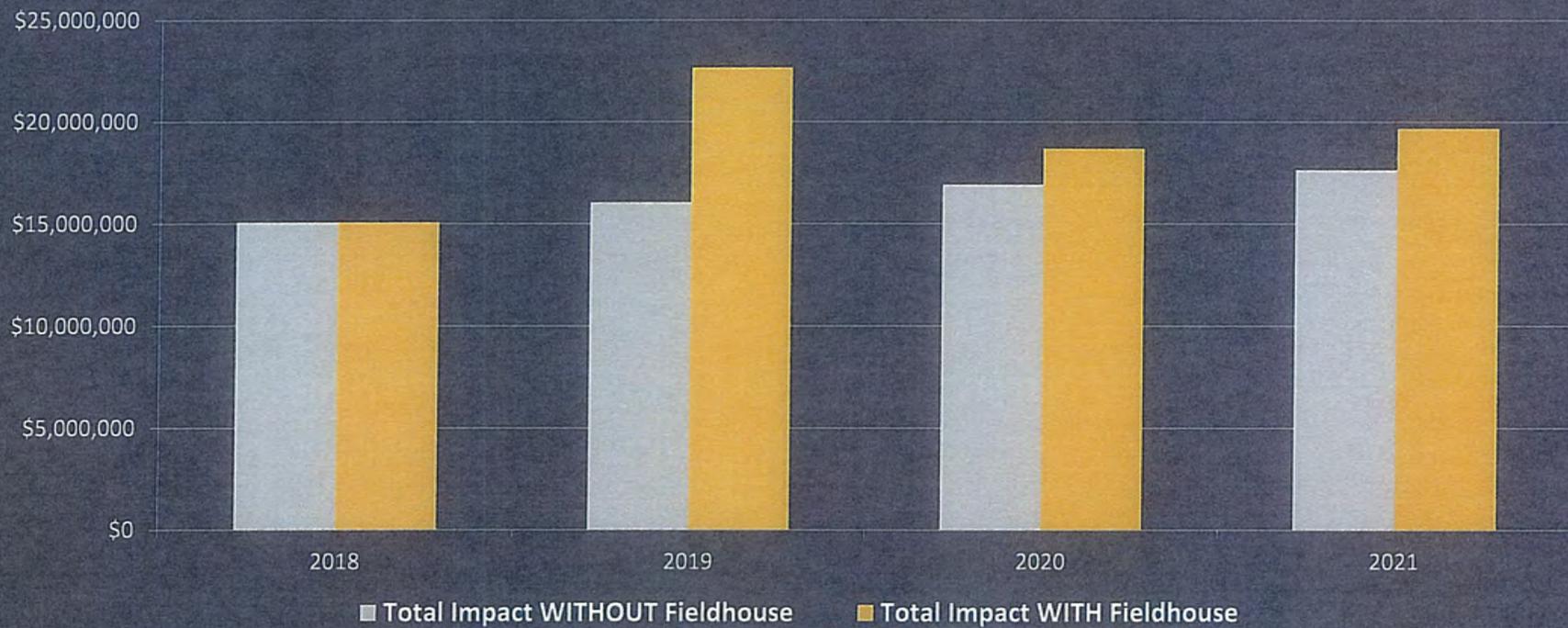
Increased Revenue to the Yankton Economy

Visitor Spending



Increased Revenue to the Yankton Economy

Total Economic Impact



Why does this project matter to YOU?

- MMC seeks to *complement and supplement* current activities
- Revenue through fieldhouse construction
- Boost in visitor spending during winter months
- Increased enrollment and more competitive MMC teams = Increased regional and national awareness of MMC teams and the Yankton community
- MMC's impact on the Yankton economy will continue to increase

Economic Impact Calculations

Direct Spending:

College operating expenses + payroll + construction x 1.31 output multiplier

Notes: Output multiplier is based on Economic Impact Study findings.

Student Spending:

Estimated student expenditures (off campus room/board, personal expenses, transportation etc.) x 1.31 output multiplier

Notes: Student spending based on living accommodations (on campus v. off campus with family).

Visitor Spending:

Estimated visitor expenditures (lodging, meals, incidentals, etc.) x 1.27 output multiplier

Notes: (1) Estimated visitor projections based on historical data. (2) Per diem rate based on SD Dept of Tourism & GSA. (3) Assumes one night lodging and meals for 25% of visitors.

Total Economic Impact:

Direct Spending + Student Spending + Visitor Spending

Memorandum No. 18-127

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Ordinance #1009 - Sales Tax Amendment Ordinance
DATE: June 5, 2018

Attached is an amendment to Ordinance 1009 for the Sales Tax Amendment Ordinance.

Recommendation: It is recommended that the City Commission establish the public hearing date of June 25, 2018, to approve the Ordinance #1009 regarding the Sales Tax Amendment.

_____ Establish public hearing

Ordinance No. 1009

An Ordinance amending the permissible uses of revenue from the “second penny” sales tax. Be it ordained that:

Yankton Ordinance Sec. 22½-23 shall be amended to read as follows:

Sec. 22½-23. - Use of revenue from rate over one per cent up to one and eighty-six hundredths per cent.

Any revenues received under sections 22½-17 and 22½-20 in excess of one (1) per cent up to one and eighty-six hundredths (1.86) per cent, may be used only for the purpose of capital improvements, land acquisition, street maintenance and operations, and debt retirement for a joint building project with the city school district (Summit Activities Center) including parking, street improvements, and utility improvements attendant thereto and for street construction and storm sewer improvements. Any revenues up to one (1) per cent and in excess of the one and eighty-six hundredths (1.86) per cent will have no restrictions on use.

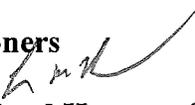
1st Reading:
2nd Reading:
Publication Date:
Effective Date:

Nathan V Johnson, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum No. 18-114

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Funding Request for Heartland Humane Society
DATE: May 31, 2018

Attached is a letter from Kerry Hacecky, of Heartland Humane Society, requesting additional financial support from the City of Yankton for 2018. As you will recall, the City of Yankton entered into an Agreement with Heartland Humane Society in 2017, for the impoundment of animals within the City of Yankton. At that time, it was determined that both the partnership between the City of Yankton and Heartland Humane Society and the amount of financial support needed to fulfill the terms of the agreement was an estimate to be reevaluated at a future date.

We have been fortunate to enjoy great service and animal care from Heartland Humane Society. More animals can be served, 24-7 drop off of animals is available, veterinary services are available on-site, and facilities for housing dangerous animals are available. This relieves our Police Department from caring for animals and maintaining the City's shelter building.

Going forward, Heartland Humane Society is committed to assist us with animal control programming.

Kerry Hacecky from Heartland Humane Society will be present to provide an update regarding the number of animals served and answer questions from the Commission in respect to this request.

To ensure ongoing success of this partnership, the City of Yankton has requested that a City Commission maintains an ex-officio seat on the Heartland Humane Society Board.

An additional \$10,000 is requested to continue to provide these services for the City of Yankton in 2018 bringing the total contract amount for FY 2018 to \$20,000.00. In addition, the contract amount in 2019 will be budgeted for \$20,000.00.

If approved, the City Manager will work to amend the attached contract for services accordingly and place it on a future City Commission agenda for consideration.

Recommendation: It is recommended that the City Commission discuss the proposal and approve the request for funding for Heartland Humane Society for 2018.

Heartland Humane Society
3400 East Highway 50
Yankton, SD 57078

February 1st, 2018

City of Yankton
Attn: Amy Nelson
416 Walnut St.
Yankton, SD 57078

Dear Amy Nelson and the City of Yankton,

Last year Heartland Humane Society (HHS) experienced many great accomplishments including the completion of the building project, partnership with the Federal Prison to create the FIDO program and the partnership with the City of Yankton. Each of these projects has led to increased animal adoptions.

HHS began housing animals for Yankton Animal Control on August 15th, 2017. Between 8/15/17 and 12/31/17, HHS provided 76 animals a total 333 nights of shelter for Yankton Animal Control. Thirty-four of these animals were transferred into continued care of HHS and, to date, 26 have been adopted.

Table A. enclosed illustrates projected costs of housing animals within the contracted ACO facility and the costs of transferring animals into the care of Heartland Humane Society in 2017.

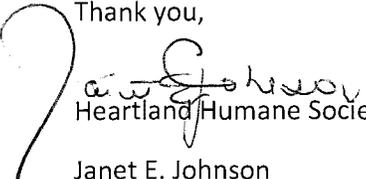
When the initial contract was agreed upon, the City of Yankton provided data that estimated 6.8 animals monthly would enter the facility. Based on this number, HHS estimated an annual cost of \$7,000 to \$10,000 to assist the city and the city commission voted to approve a \$10,000 annual contract.

Current trends show an average 17 animals enter city holding each month. Based on this data, HHS estimates costs at \$16,000 to \$21,000 for 2018. This projection does not equate any increased costs of vaccinations or medical supplies.

Table B enclosed is a graph provided by Best Friends Network, a national organization, which tracks governmental spending on shelter contracts.

Heartland Humane Society Board of Directors wishes to continue partnering with the City to house animals under the care of the city and to transfer those animals not claimed by owners into the care of HHS. We hope the city is interested in discussing costs and developing a plan for the future. We are requesting an adjustment be made to increase the current contracted budget. Please let our organization know how to best move forward.

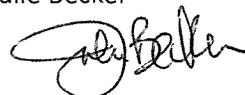
Thank you,


Heartland Humane Society Executive Committee

Janet E. Johnson
Judy Zwolak



Daniel Swanda
Julie Becker





Government	Organization	Government Spend	Census Population	\$\$ Per Capita
Charlottesville, VA	Charlottesville Albermarle SPCA	\$217,375	43,475	\$5.00
Appomattox County, VA	Lynchburg Humane Society	\$75,000	15,414	\$4.87
Pittsylvania County, VA	Lynchburg Humane Society	\$260,000	62,194	\$4.18
Harrisonburg, VA	Harrisonburg-Rockingham SPCA	\$228,255	48,914	\$4.67
Lake Jackson, TX	Brazoria County SPCA	\$158,461	27,529	\$5.76
Freeport, TX	Brazoria County SPCA	\$111,949	12,153	\$9.21
Clute, TX	Brazoria County SPCA	\$74,588	11,586	\$6.44
Dubuque, IA	Dubuque Regional Humane Society	\$128,000	58,531	\$2.19
Lawrence, KS	Lawrence Humane Society	\$380,000	95,358	\$3.98
Yankton, SD	Heartland Humane Society	\$10,000	14,566	\$0.69

Table A.

	Cost per animal	# of animals accruing costs	Total cost
Daily cost of care while in pound facility (cleaning / feeding)	\$10	76	\$3,330
Spay / Neuter Surgery (average cost)	\$50	30	\$1,500
Deworming / Flea / Tick Microchip	\$18	34	\$612
Cat Intake, Vaccinations & Rabies	\$30	24	\$720
Dog Intake, Vaccination & Rabies	\$26	8	\$208
Average surrender fee losses	\$25	34	\$850
TOTAL Costs 8/17 to date			\$7,220

IMPOUNDMENT FACILITY OPERATIONS AGREEMENT

THIS AGREEMENT is between CITY OF YANKTON, SOUTH DAKOTA, a South Dakota 1st Class Municipal Corporation hereinafter referred to as the “City” and the HEARTLAND HUMANE SOCIETY, INC. hereinafter referred to as the “Society”.

WHEREAS, the Society is in the process of establishing and is maintaining a shelter and impoundment facility (the “Facility”) where animals which have been picked up pursuant to the City ordinances may be impounded and cared for pursuant to applicable City ordinances; and

WHEREAS, the City believes that the Society is an appropriate party to assist with impoundment of rescued domestic animals; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Animal Impoundment Services. The Society shall cooperate with City to shelter each domestic animal which has been taken into custody by the City’s Law Enforcement. With respect to such impoundment, the following rules shall apply:

- (a) Society will maintain records of actions taken with respect to each impounded animal and copies of such records shall be provided to the City upon the City’s request. The Society’s records with respect to all matters covered by this contract shall be made available for audit and/or inspection by the City at any time during normal business hours. The City shall give written notice 48 hours before an audit or inspection may begin.
- (b) Each domestic animal delivered to Society by City will remain the property of the City for the impoundment period as prescribed by applicable City Ordinance after delivery (the “Waiting Period”). Upon impoundment of an animal, the City shall notify Society in writing of the applicable Waiting Period. If the animal’s owner provides proof of ownership to the City and satisfies all other requirements of City (e.g., payment of fines, expenses, impoundment fees, etc.) during the Waiting Period, the animal will be returned by Society to the owner. City will provide the owner with a receipt to present to Society establishing that owner has satisfied City’s requirements and authorizing Society to release

the animal to the owner. If possible, City will also call Society to notify it that the animal's owner has been established.

- (c) If, during the Waiting Period, Society determines that an animal is in need of veterinary care, Society will obtain the care necessary in Society's discretion, and City will reimburse Society for those costs. If an animal is in need of emergency veterinary care upon impoundment outside of Society's normal business hours, City will obtain the emergency veterinary care and notify Society of the same.
- (d) Society will not euthanize any animal during the Waiting Period unless directed or permitted to do so by City. If, during the Waiting Period, Society determines in its discretion that the animal needs to be euthanized due to health, safety or other reasons, Society may request permission from the City to euthanize the animal. City shall indemnify, defend and hold Society completely harmless from all claims arising from euthanization of an animal as directed or permitted by the City.
- (e) The Society shall use reasonable efforts to cooperate with the City to resolve domestic animal-related problems referred to the Society by the City, including cooperating with the City's Law Enforcement and Attorney's Office in the prosecution of violations of the animal control ordinances as necessary.
- (g) The Society shall respond to administrative directives of the City relating to animal control and the performance of its duties under this Agreement. Society will provide City personnel with access to Society's impoundment area on a 24 hour per day, 7 day per week basis. City personnel will notify Society via text or email if possible in the event an animal is placed in the impoundment area outside of normal Society business hours. City's Law Enforcement or other personnel will be responsible for delivering to and securing animals in the Facility's impoundment area outside of Society's posted business hours. Society will ensure that there is access to water, food and seasonably reasonable climate control in the impoundment area.
- (h) The Society shall impound animals in animal bite or vicious animal cases as referred to the Shelter by the City. The suspect animal shall be held in the manner and for the period set forth in and in accordance with the Regulations of the State Health Department, as well as the City's applicable animal control ordinances. All such animals will remain the property of City and City shall be responsible for the euthanization of any of these animals if necessary as set forth above. City will be responsible for any veterinary care or euthenisia costs for such animals.

Section 2. Commencement of Impoundment Services. The parties acknowledge that Society is in the process of expanding its impoundment capacity at its new facility located at 3400 SD Hwy 50 in Yankton, South Dakota. Until Society is reasonably capable of providing impoundment services to all domestic animals delivered by the City's Law Enforcement, the Society shall not be obligated to provide any services and City shall have no financial obligations to Society as set forth herein. Once the Society determines that it has developed the ability to fully provide the services contemplated herein, Society shall notify the City Manager in writing. From the date said notice is sent, Society shall be required to begin providing and the City shall tender payment for all services in accordance with this Agreement.

Section 3. Facility. The Society shall provide all physical plant and equipment for the operation of the Facility, which shall be located at 3400 East Hwy 50, Yankton, South Dakota 57078. The Society shall operate its facility in accordance with the following:

- (a) The Society shall comply with applicable laws of the State of South Dakota and ordinances of the City, and administrative directives of the City.
- (b) The Society shall maintain the Facility in a clean and sanitary condition and shall accept dogs, cats, and other domestic animals, specifically excluding livestock.
- (c) The Society shall keep and maintain a daily register of all animals impounded in and released from the Facility.
- (d) The Society shall not release any animal placed in the Facility until all applicable state laws, City ordinances, and court orders have been satisfied.

Section 4. Additional Obligations of Society.

- (a) The Society shall be responsible for providing and maintaining appropriate insurance and equipment to perform the functions defined in this contract. Upon transfer of each animal to Society and the conclusion of the Waiting Period, Society shall be solely responsible for all veterinary care and related costs for the animal.
- (b) The Society shall protect, indemnify, defend and hold harmless the City, its departments and agencies, its officers, elected and appointed, and its employees, volunteers, servants and agents from any and every cause of

action, claim or demand of any person or entity arising from any matter, cause, or thing happening or in any way connected with the Facility, its operations, or arising from the acts or actions of the Society, its volunteers, employees or agents. However, the Society shall not be required to protect, indemnify, defend and hold harmless the City for acts, claims or demands which may arise from the actions or inactions of the City, its officers elected or appointed, its employees or contractors, and the agencies thereof.

- (c) Through the duration of this Agreement the Society shall carry at its own expense a general liability insurance policy for bodily injury and property damage. Such policy shall also name the City as an additional loss payee or insured with respect to all animals impounded or treated by the Society at the request of the City under this Agreement. The Society shall provide the City with proof of such insurance coverage upon request.
- (d) City shall protect, indemnify, defend, and hold harmless the Society, its directors, officers, employees, and agents, from and against every cause of action, claim or demand arising from the actions or inactions of City, its employees, agents, officers elected or appointed, or its agencies. However, City shall not be required to protect, indemnify, defend and hold harmless Society for acts, claims or demands which may arise from the actions or inactions of the Society, its directors, officers, employees, or agents.

Section 5. Obligations of the City.

- (a) Upon commencement of services in accordance with Section 2 above, The City shall transport any domestic animal taken into custody to the Society to be housed in accordance with applicable City ordinances.
- (b) Within thirty (30) days of the date of the Notice provided to the City Manager under Section 2 above, the City shall pay the Society a prorated portion of the annual \$10,000.00 fee for unlimited impoundment services for the first partial year term of this Agreement, with proration calculated as of the date of said Notice. The City shall pay to the Society an annual flat fee of \$10,000.00 on the first day of each year thereafter for all services performed by Society under the terms of this Agreement.
- (c) The City Law Enforcement shall provide Society with information on each animal impounded under this Agreement pursuant an intake form

to be created by cooperation and agreement between the staff of City and Society.

Section 6. Term and Termination. The Agreement shall take effect beginning on the date signed by all parties, and shall run through December 31, 2017. This Agreement shall automatically renew on an annual basis beginning on January 1 of each year thereafter unless terminated in accordance with this Section 6. Notwithstanding this provision, the parties agree that the fees paid to Society under Section 5(c) will be reviewed annually to determine their appropriateness. The City has the right and option to terminate this Agreement at a formal meeting, adopting a motion electing to so terminate, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective date of any such termination shall be the end of the then-current term, so long as written notice of such termination conforming to the terms of this Section 6 has been provided to the non-terminating party no less than 30 days from the end of the then-current annual term.

Section 7. Miscellaneous.

- (a) The Society, its members, volunteers and employees work for the Society and do not have the status, rights, or benefits afforded to employees of the City. By virtue of this agreement it is expressly understood and agreed that the Society shall perform all undertakings and services herein prescribed and contemplated as an independent contractor.
- (b) All financial obligations of the City under this Agreement are subject to and contingent upon appropriation and budgeting of sufficient funds by the City. However, Society will not be required to perform its obligations under this Agreement in the absence of payment from City.
- (c) No waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.
- (d) In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or marital status.
- (e) It is hereby agreed by and between the parties that strict and timely compliance with the pertinent laws of the State of South Dakota, ordinances of the City, administrative directives of the City and the provisions of the Agreement, all as the same relate to the operation of

the animal shelter and services shall be of the essence hereof, and, that the failure of either of the parties to so conform shall be sufficient cause for the other to terminate this Agreement upon 10 days written notice to the other party.

- (f) This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.
- (g) This agreement may only be modified in a writing signed by the authorized representatives of the parties hereto.

[Remainder of Page Intentionally Left Blank – Signatures on Following Page.]

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement by the duly authorized officers thereof on the day and year first above written.

Dated this 27 day of FEB., 2017.

City of Yankton, South Dakota



By: C.N. Gross
Its: Mayor

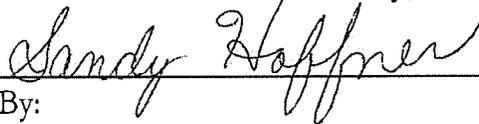
Attest:



Al Viereck, Finance Officer

Dated this 8 day of May, 2017.

Heartland Humane Society, Inc.



By:
Its: Board Chairperson

Attest:

Secretary

January, 2018 -

4 dogs picked up by owner, 1 dog transferred to HHS, 4 cats transferred.

Total Animals: 9 Days of Care: 35

February

6 dogs picked up by owner, 1 cat transferred to HHS

Total Animals: 7 Day of Care: 15

March

1 dog picked up by owner, 3 dogs transferred to HHS, 5 cats transferred.

Total Animals: 9 Days of Care: 52

April

6 dogs picked up by owner, 4 dogs transferred to HHS, 4 cats transferred:

Total Animals 14 Days of Care: 60

May

4 dogs picked up by owner, 1 cat picked up owner, 1 dog transferred to HHS, 5 cats transferred:

Total Animals: 11 Day of Care: 23

2018 January – May REVIEW:

Total Dogs Served: 24

Total Cats Served: 20

Total Days of Care: 185 days

18 spays / Neuters; 20 microchips; 25 vaccinations; 1 euthanization

Memorandum #18-111

To: City Commissioners
From: Mayor Nathan V Johnson
Subject: Advisory Board Appointments
Date: June 1, 2018

The following are the Commissioners' Boards and Commissions that I have selected for each City Commissioner to advise for the 2018-2019 session. Citizen selections were made at the previous City Commission meeting. I have also made Board of Director selections for the Yankton Business Improvement District.

Planning Commission

Dave Carda – City Commission Representative

Yankton Community Library Board

Tony Maibaum – City Commission Representative

Park Advisory Board

Stephanie Moser – City Commission Representative

Fox Run Golf Advisory Board

Bridget Benson – City Commission Representative

Airport Advisory Board

Jake Hoffner - City Commission Representative

Yankton Housing and Redevelopment Commission

Tony Maibaum - City Commission Representative

Joint Powers Solid Waste Advisory Board

Charlie Gross – City Commission Representative

CVB

Bridget Benson – City Commission Representative

City/ School Summit Activities Center Committee

David Carda – City Commission Representative

Chris Ferdig- City Commission Representative

Jake Hoffner - City Commission Representative

Human Services Center Advisory Commission

Amy Miner – City Commission Representative

_____ Roll call

Yankton County Courthouse and Safety Center Advisory Board

Stephanie Moser – City Commission Representative
Dave Carda – City Commission Representative

Federal Prison

Nathan Johnson – City Commission Representative

Dakota Territorial Museum

Nathan Johnson – City Commission Representative

Towing Committee

Amy Miner – City Commission Representative
Chris Ferdig – City Commission Representative

City County Planning

Tony Maibaum – City Commission Representative
Charlie Gross – City Commission Representative

B-Y Water Committee

Chris Ferdig – City Commission Representative
Dave Carda – City Commission Representative
Amy Miner – City Commission Representative
Charlie Gross – City Commission Representative

YAPG

Nathan Johnson – City Commission Representative
Bridget Benson – City Commission Representative

CVB

Bridget Benson – City Commission Representative

Yankton Transit

Jake Hoffner – City Commission Representative

Outside Agency

Tony Maibaum – City Commission Representative
Dave Carda – City Commission Representative
Amy Miner – City Commission Representative

United Way

Stephanie Moser – City Commission Representative

Yankton Business Improvement District #1 Board of Directors

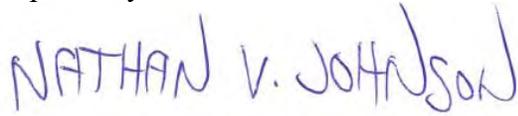
Nathan Johnson – City Commission Representative

Yankton Business Improvement District #1 Board of Directors

Jason Winterringer

Sarah Haberman

Respectfully submitted,



Nathan Johnson

Mayor

Memorandum #18-123

To: Amy Nelson, City Manager
From: Adam Haberman, PE, Public Works Director
Subject: Permissive Use of Right of Way for Underground Structures Encroaching into the Walnut Street Right of Way
Date: June 5, 2018

During the design process for the Walnut Street – 2nd Street to 4th Street Reconstruction Project a number of underground rooms and coal chutes that are connected to the adjacent buildings were discovered encroaching into the Walnut Street right of way. A title search was completed on the properties to determine if there were any right of way occupancy records attached to the encroachments and no records were found.

City Attorney, Ross DenHerder, has drafted a Hold Harmless and License Agreement in regards to the right of way encroachments for each property owner consideration. The agreements between the City of Yankton and the property owners with encroachments gives two options; the first option electing for the property owner to continue to utilize their underground structure and the second option allows the City to remove/backfill the underground structure.

Attached are six Hold Harmless and License Agreement documents which have been signed by the property owners, along with drawings describing underground structure locations along Walnut Street from Second Street to Fourth Street. Three of the property owners, Marlow Real Estate LLC, Bernard Properties LLC, and Riverfront Partners LLC have chosen Option 1 within the agreement, electing to keep their underground rooms. Three of the property owners, Lewis and Clark Theater Company Inc., Lisa J. Bhaalid, and Wortmann Properties & Leasing LLC have chosen Option 2 within the agreement allowing the City to close and backfill their underground structures/coal chutes.

Respectfully Submitted,

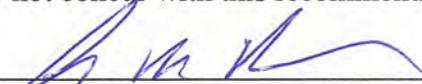


Adam Haberman, PE
Public Works Director

Recommendation: It is recommended that the City Commission approve Memorandum #18-123 and Resolution #18-38 to accept the Hold Harmless and License Agreements with Marlow Real Estate LLC, Bernard Properties LLC, Riverfront Partners LLC, Lewis & Clark Theater Company Inc., Lisa J. Balaalid, and Wortmann Properties & Leasing LLC for encroachments into the Walnut Street right of way.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Yankton Title
Agent for Stewart Title Guaranty Company
202 West 3rd Street
Yankton, SD 57078
yanktontitle@stewart.com
Phone (605) 665-5775

Nancy Hall, Pres.

Fax (605) 665-2124

File No.: 01350-5834

OWNERSHIP AND ENCUMBRANCE REPORT

The undersigned hereby certifies that he/she has searched the offices of the Yankton County Register of Deeds and Clerk of Courts, Yankton County, South Dakota, and has found the following relative to the above captioned matter:

Lots One (1) through Nine (9), inclusive, Block Eleven (11); Lots Thirteen (13) through Eighteen (18), inclusive, Block Twelve (12); Lots One (1) through Nine (9), inclusive, Block Twenty-six (26); and Lots Ten (10) through Eighteen (18), inclusive, Block Twenty-five (25); all in Todd's Addition, City and County of Yankton, South Dakota, as per plat recorded in Book G, page 2.

last conveyance of record was to: Copies of the last deeds of record provided and attached hereto.

Subject to:

1. Yankton Title has searched the above described legal descriptions at the Yankton County Register of Deeds Office. The records were examined from patent to current date for any documentation or reference to coal vaults/easements. We have found no documents referencing said coal vaults/easements.
2. Yankton Title did NOT perform a search for any open mortgages, liens or judgments.

Effective Date: April 24, 2018

Yankton Title


Authorized Signer

NOTE: This report is for the exclusive use of the party ordering the search. This report is not a Title Insurance Policy, Guarantee of Title, nor is it a statement to the legality or sufficiency of any instrument or proceeding in the chain of title to said real estate. No search has been made as to pending actions, easements, encroachments, violations or the like that may be present. Yankton Title's liability is limited to the amount charged for this Search. The charge for this service will not include supplemental reports, rechecks or other services.

HOLD HARMLESS AND LICENSE AGREEMENT

This Agreement is entered into on this 31 day of May, 2018, by and between the City of Yankton, a South Dakota municipal corporation ("City") and Lewis and Clark Theater Company, Inc. ("Property Owner"). Property Owner maintains one or more underground structures that may encroach into the Walnut Street right of way owned by City. In accordance with the report attached as Exhibit A, Yankton Title has determined Property Owner has no recorded right to maintain the underground structure within the Walnut Street right of way. City intends to reconstruct Walnut Street, which includes, but is not limited to street and sidewalk demolition and construction, utility replacements, and landscaping (hereafter the "Work"), upon or near the area of Property Owner's underground structure(s). Upon the forgoing, the parties agree to one of the following options, which has been selected by Property Owner:

Option 1: Property Owner elects to keep its underground structure in its present condition within the Walnut Street right of way. City grants to Property Owner a revocable license to maintain the underground structure within the right of way. However, Property Owner agrees to hold the City and its employees, completely harmless for any and all claims, demands, actions, and rights of action, of whatsoever kind or nature, which the Property Owner, its successors or assigns now have or which may hereafter accrue for damages caused to the Property Owner's underground structure located within the Walnut Street right of way. If the City or its construction contractor or engineer reasonably determine that the Work cannot be safely completed that allows the underground structure to remain or that there will be a change order increase in the overall cost of the Work to maintain the Property Owner's underground structures under the Walnut Street right of way which City is unwilling to incur, Property Owner agrees that Option 2 below shall apply, regardless of Property Owner's election herein.

Option 2: Property Owner agrees that City at City's expense, acting by and through its contractors, may cap Property Owner's underground structure at the property line utilizing a solid barrier of appropriate construction and may remove and/or backfill the underground structure at the property line with no compensation paid to Property Owner. Before the underground structure is capped and/or backfilled, the City agrees to disclose to Property Owner the material and methods it intends to utilize to cap and/or backfill the underground structure. If Property Owner wishes to alter the material or method used to cap and/or backfill the underground structure, City or its designated engineer must approve the alternative material or method and Property Owner agrees to reimburse the City for the additional cost of the altered material or method. Following City's payment of the additional costs, City shall promptly tender an invoice to Property Owner for reimbursement. Property Owner shall have thirty (30) days from the date of receipt to tender payment in full to the City. The parties agree that such costs shall be deemed costs of improvement that specifically benefit Property Owner's property and that untimely payment shall result in a special assessment of such costs against the Property Owner's property in accordance with SDCL Chap. 9-43.

Property Owner

Lewis and Clark Theater Company, Inc.

By: Beau Fleming
Its: Board President

City of Yankton

By: Amy Nelson, City Manager

HOLD HARMLESS AND LICENSE AGREEMENT

This Agreement is entered into on this ____ day of May, 2018, by and between the City of Yankton, a South Dakota municipal corporation (“City”) and Lisa J. Blaaid f/k/a Lisa J. Noecker (“Property Owner”). Property Owner maintains one or more underground structures that may encroach into the Walnut Street right of way owned by City. In accordance with the report attached as Exhibit A, Yankton Title has determined Property Owner has no recorded right to maintain the underground structure within the Walnut Street right of way. City intends to reconstruct Walnut Street, which includes, but is not limited to street and sidewalk demolition and construction, utility replacements, and landscaping (hereafter the “Work”), upon or near the area of Property Owner’s underground structure(s). Upon the forgoing, the parties agree to one of the following options, which has been selected by Property Owner:

- Option 1: Property Owner elects to keep its underground structure in its present condition within the Walnut Street right of way. City grants to Property Owner a revocable license to maintain the underground structure within the right of way. However, Property Owner agrees to hold the City and its employees, completely harmless for any and all claims, demands, actions, and rights of action, of whatsoever kind or nature, which the Property Owner, its successors or assigns now have or which may hereafter accrue for damages caused to the Property Owner’s underground structure located within the Walnut Street right of way. If the City or its construction contractor or engineer reasonably determine that the Work cannot be safely completed that allows the underground structure to remain or that there will be a change order increase in the overall cost of the Work to maintain the Property Owner’s underground structures under the Walnut Street right of way which City is unwilling to incur, Property Owner agrees that Option 2 below shall apply, regardless of Property Owner’s election herein.

- Option 2: Property Owner agrees that City at City’s expense, acting by and through its contractors, may cap Property Owner’s underground structure at the property line utilizing a solid barrier of appropriate construction and may remove and/or backfill the underground structure at the property line with no compensation paid to Property Owner. Before the underground structure is capped and/or backfilled, the City agrees to disclose to Property Owner the material and methods it intends to utilize to cap and/or backfill the underground structure. If Property Owner wishes to alter the material or method used to cap and/or backfill the underground structure, City or its designated engineer must approve the alternative material or method and Property Owner agrees to reimburse the City for the additional cost of the altered material or method. Following City’s payment of the additional costs, City shall promptly tender an invoice to Property Owner for reimbursement. Property Owner shall have thirty (30) days from the date of receipt to tender payment in full to the City. The parties agree that such costs shall be deemed costs of improvement that specifically benefit Property Owner’s property and that untimely payment shall result in a special assessment of such costs against the Property Owner’s property in accordance with SDCL Chap. 9-43.

Property Owner

City of Yankton



Lisa J. Blaaid f/k/a Lisa J. Noecker

By: Amy Nelson, City Manager

HOLD HARMLESS AND LICENSE AGREEMENT

This Agreement is entered into on this 18 day of May, 2018, by and between the City of Yankton, a South Dakota municipal corporation (“City”) and Wortmann Properties & Leasing, LLC (“Property Owner”). Property Owner maintains one or more underground structures that may encroach into the Walnut Street right of way owned by City. In accordance with the report attached as Exhibit A, Yankton Title has determined Property Owner has no recorded right to maintain the underground structure within the Walnut Street right of way. City intends to reconstruct Walnut Street, which includes, but is not limited to street and sidewalk demolition and construction, utility replacements, and landscaping (hereafter the “Work”), upon or near the area of Property Owner’s underground structure(s). Upon the forgoing, the parties agree to one of the following options, which has been selected by Property Owner:

- Option 1: Property Owner elects to keep its underground structure in its present condition within the Walnut Street right of way. City grants to Property Owner a revocable license to maintain the underground structure within the right of way. However, Property Owner agrees to hold the City and its employees, completely harmless for any and all claims, demands, actions, and rights of action, of whatsoever kind or nature, which the Property Owner, its successors or assigns now have or which may hereafter accrue for damages caused to the Property Owner’s underground structure located within the Walnut Street right of way. If the City or its construction contractor or engineer reasonably determine that the Work cannot be safely completed that allows the underground structure to remain or that there will be a change order increase in the overall cost of the Work to maintain the Property Owner’s underground structures under the Walnut Street right of way which City is unwilling to incur, Property Owner agrees that Option 2 below shall apply, regardless of Property Owner’s election herein.

- Option 2: Property Owner agrees that City at City’s expense, acting by and through its contractors, may cap Property Owner’s underground structure at the property line utilizing a solid barrier of appropriate construction and may remove and/or backfill the underground structure at the property line with no compensation paid to Property Owner. Before the underground structure is capped and/or backfilled, the City agrees to disclose to Property Owner the material and methods it intends to utilize to cap and/or backfill the underground structure. If Property Owner wishes to alter the material or method used to cap and/or backfill the underground structure, City or its designated engineer must approve the alternative material or method and Property Owner agrees to reimburse the City for the additional cost of the altered material or method. Following City’s payment of the additional costs, City shall promptly tender an invoice to Property Owner for reimbursement. Property Owner shall have thirty (30) days from the date of receipt to tender payment in full to the City. The parties agree that such costs shall be deemed costs of improvement that specifically benefit Property Owner’s property and that untimely payment shall result in a special assessment of such costs against the Property Owner’s property in accordance with SDCL Chap. 9-43.

Property Owner

City of Yankton

Wortmann Properties & Leasing, LLC


By: Chris Wortmann, Authorized Member

By: Amy Nelson, City Manager

HOLD HARMLESS AND LICENSE AGREEMENT

This Agreement is entered into on this ~~30th~~ day of May, 2018, by and between the City of Yankton, a South Dakota municipal corporation (“City”) and Marlow Real Estate, LLC (“Property Owner”). Property Owner maintains one or more underground structures that may encroach into the Walnut Street right of way owned by City. In accordance with the report attached as Exhibit A, Yankton Title has determined Property Owner has no recorded right to maintain the underground structure within the Walnut Street right of way. City intends to reconstruct Walnut Street, which includes, but is not limited to street and sidewalk demolition and construction, utility replacements, and landscaping (hereafter the “Work”), upon or near the area of Property Owner’s underground structure(s). Upon the forgoing, the parties agree to one of the following options, which has been selected by Property Owner:

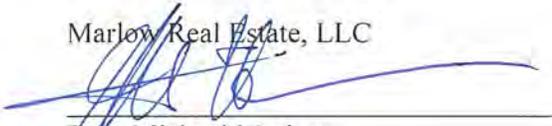
- Option 1: Property Owner elects to keep its underground structure in its present condition within the Walnut Street right of way. City grants to Property Owner a revocable license to maintain the underground structure within the right of way. However, Property Owner agrees to hold the City and its employees, completely harmless for any and all claims, demands, actions, and rights of action, of whatsoever kind or nature, which the Property Owner, its successors or assigns now have or which may hereafter accrue for damages caused to the Property Owner’s underground structure located within the Walnut Street right of way. If the City or its construction contractor or engineer reasonably determine that the Work cannot be safely completed that allows the underground structure to remain or that there will be a change order increase in the overall cost of the Work to maintain the Property Owner’s underground structures under the Walnut Street right of way which City is unwilling to incur, Property Owner agrees that Option 2 below shall apply, regardless of Property Owner’s election herein.

- Option 2: Property Owner agrees that City at City’s expense, acting by and through its contractors, may cap Property Owner’s underground structure at the property line utilizing a solid barrier of appropriate construction and may remove and/or backfill the underground structure at the property line with no compensation paid to Property Owner. Before the underground structure is capped and/or backfilled, the City agrees to disclose to Property Owner the material and methods it intends to utilize to cap and/or backfill the underground structure. If Property Owner wishes to alter the material or method used to cap and/or backfill the underground structure, City or its designated engineer must approve the alternative material or method and Property Owner agrees to reimburse the City for the additional cost of the altered material or method. Following City’s payment of the additional costs, City shall promptly tender an invoice to Property Owner for reimbursement. Property Owner shall have thirty (30) days from the date of receipt to tender payment in full to the City. The parties agree that such costs shall be deemed costs of improvement that specifically benefit Property Owner’s property and that untimely payment shall result in a special assessment of such costs against the Property Owner’s property in accordance with SDCL Chap. 9-43.

Property Owner

City of Yankton

Marlow Real Estate, LLC


By: Michael Marlow
Its: Authorized Member

By: Amy Nelson, City Manager

HOLD HARMLESS AND LICENSE AGREEMENT

This Agreement is entered into on this ____ day of May, 2018, by and between the City of Yankton, a South Dakota municipal corporation (“City”) and Bernard Properties, LLC (“Property Owner”). Property Owner maintains one or more underground structures that may encroach into the Walnut Street right of way owned by City. In accordance with the report attached as Exhibit A, Yankton Title has determined Property Owner has no recorded right to maintain the underground structure within the Walnut Street right of way. City intends to reconstruct Walnut Street, which includes, but is not limited to street and sidewalk demolition and construction, utility replacements, and landscaping (hereafter the “Work”), upon or near the area of Property Owner’s underground structure(s). Upon the forgoing, the parties agree to one of the following options, which has been selected by Property Owner:

- Option 1: Property Owner elects to keep its underground structure in its present condition within the Walnut Street right of way. City grants to Property Owner a revocable license to maintain the underground structure within the right of way. However, Property Owner agrees to hold the City and its employees, completely harmless for any and all claims, demands, actions, and rights of action, of whatsoever kind or nature, which the Property Owner, its successors or assigns now have or which may hereafter accrue for damages caused to the Property Owner’s underground structure located within the Walnut Street right of way. If the City or its construction contractor or engineer reasonably determine that the Work cannot be safely completed that allows the underground structure to remain or that there will be a change order increase in the overall cost of the Work to maintain the Property Owner’s underground structures under the Walnut Street right of way which City is unwilling to incur, Property Owner agrees that Option 2 below shall apply, regardless of Property Owner’s election herein.

- Option 2: Property Owner agrees that City at City’s expense, acting by and through its contractors, may cap Property Owner’s underground structure at the property line utilizing a solid barrier of appropriate construction and may remove and/or backfill the underground structure at the property line with no compensation paid to Property Owner. Before the underground structure is capped and/or backfilled, the City agrees to disclose to Property Owner the material and methods it intends to utilize to cap and/or backfill the underground structure. If Property Owner wishes to alter the material or method used to cap and/or backfill the underground structure, City or its designated engineer must approve the alternative material or method and Property Owner agrees to reimburse the City for the additional cost of the altered material or method. Following City’s payment of the additional costs, City shall promptly tender an invoice to Property Owner for reimbursement. Property Owner shall have thirty (30) days from the date of receipt to tender payment in full to the City. The parties agree that such costs shall be deemed costs of improvement that specifically benefit Property Owner’s property and that untimely payment shall result in a special assessment of such costs against the Property Owner’s property in accordance with SDCL Chap. 9-43.

Property Owner

Bernard Properties, LLC


By: Curt Bernard
Its: Authorized Member

City of Yankton

By: Amy Nelson, City Manager

HOLD HARMLESS AND LICENSE AGREEMENT

This Agreement is entered into on this ____ day of May, 2018, by and between the City of Yankton, a South Dakota municipal corporation (“City”) and Riverfront Properties, LLC (“Property Owner”). Property Owner maintains one or more underground structures that may encroach into the Walnut Street right of way owned by City. In accordance with the report attached as Exhibit A, Yankton Title has determined Property Owner has no recorded right to maintain the underground structure within the Walnut Street right of way. City intends to reconstruct Walnut Street, which includes, but is not limited to street and sidewalk demolition and construction, utility replacements, and landscaping (hereafter the “Work”), upon or near the area of Property Owner’s underground structure(s). Upon the forgoing, the parties agree to one of the following options, which has been selected by Property Owner:

- Option 1: Property Owner elects to keep its underground structure within the Walnut Street right of way with a new concrete cap to be poured at the City’s expense. City grants to Property Owner a revocable license to maintain the underground structure within the right of way. However, Property Owner agrees to hold the City and its employees, completely harmless for any and all claims, demands, actions, and rights of action, of whatsoever kind or nature, which the Property Owner, its successors or assigns now have or which may hereafter accrue for damages caused to the Property Owner’s underground structure located within the Walnut Street right of way. If the City or its construction contractor or engineer reasonably determine that the Work cannot be safely completed that allows the underground structure to remain or that there will be a change order increase in the overall cost of the Work to maintain the Property Owner’s underground structures under the Walnut Street right of way which City is unwilling to incur, Property Owner agrees that Option 2 below shall apply, regardless of Property Owner’s election herein.

- Option 2: Property Owner agrees that City at City’s expense, acting by and through its contractors, may cap Property Owner’s underground structure at the property line utilizing a solid barrier of appropriate construction and may remove and/or backfill the underground structure at the property line with no compensation paid to Property Owner. Before the underground structure is capped and/or backfilled, the City agrees to disclose to Property Owner the material and methods it intends to utilize to cap and/or backfill the underground structure. If Property Owner wishes to alter the material or method used to cap and/or backfill the underground structure, City or its designated engineer must approve the alternative material or method and Property Owner agrees to reimburse the City for the additional cost of the altered material or method. Following City’s payment of the additional costs, City shall promptly tender an invoice to Property Owner for reimbursement. Property Owner shall have thirty (30) days from the date of receipt to tender payment in full to the City. The parties agree that such costs shall be deemed costs of improvement that specifically benefit Property Owner’s property and that untimely payment shall result in a special assessment of such costs against the Property Owner’s property in accordance with SDCL Chap. 9-43.

Property Owner

City of Yankton

Riverfront Partners, LLC

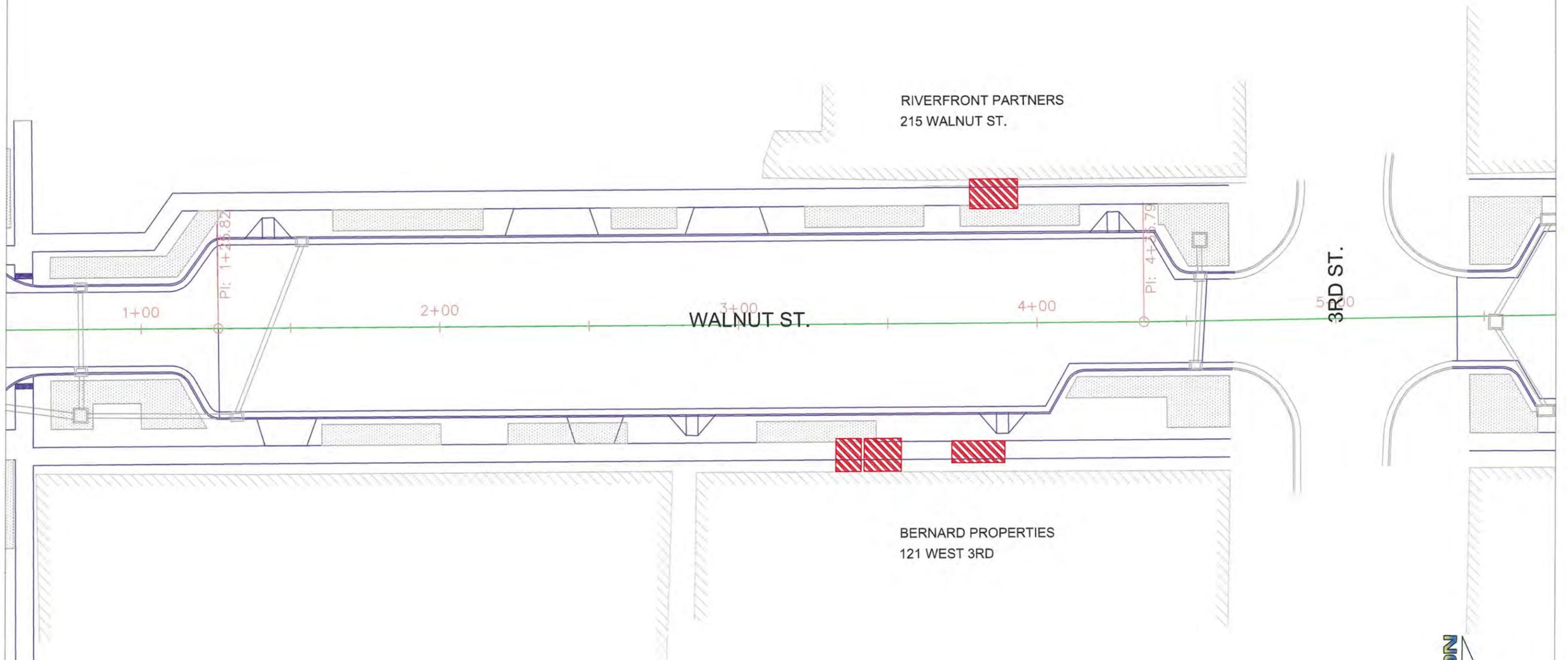


By: Daniel Eisenbraun
Its: Authorized Member

By: Amy Nelson, City Manager

REGION NO.	STATE OF	PROJECT	SHEET NO.	TOTAL SHEETS
8	S.D.	2017-043	19	46
PAVING				

 UNDER SIDEWALK PITS



RIVERFRONT PARTNERS
215 WALNUT ST.

3+00
WALNUT ST.

BERNARD PROPERTIES
121 WEST 3RD

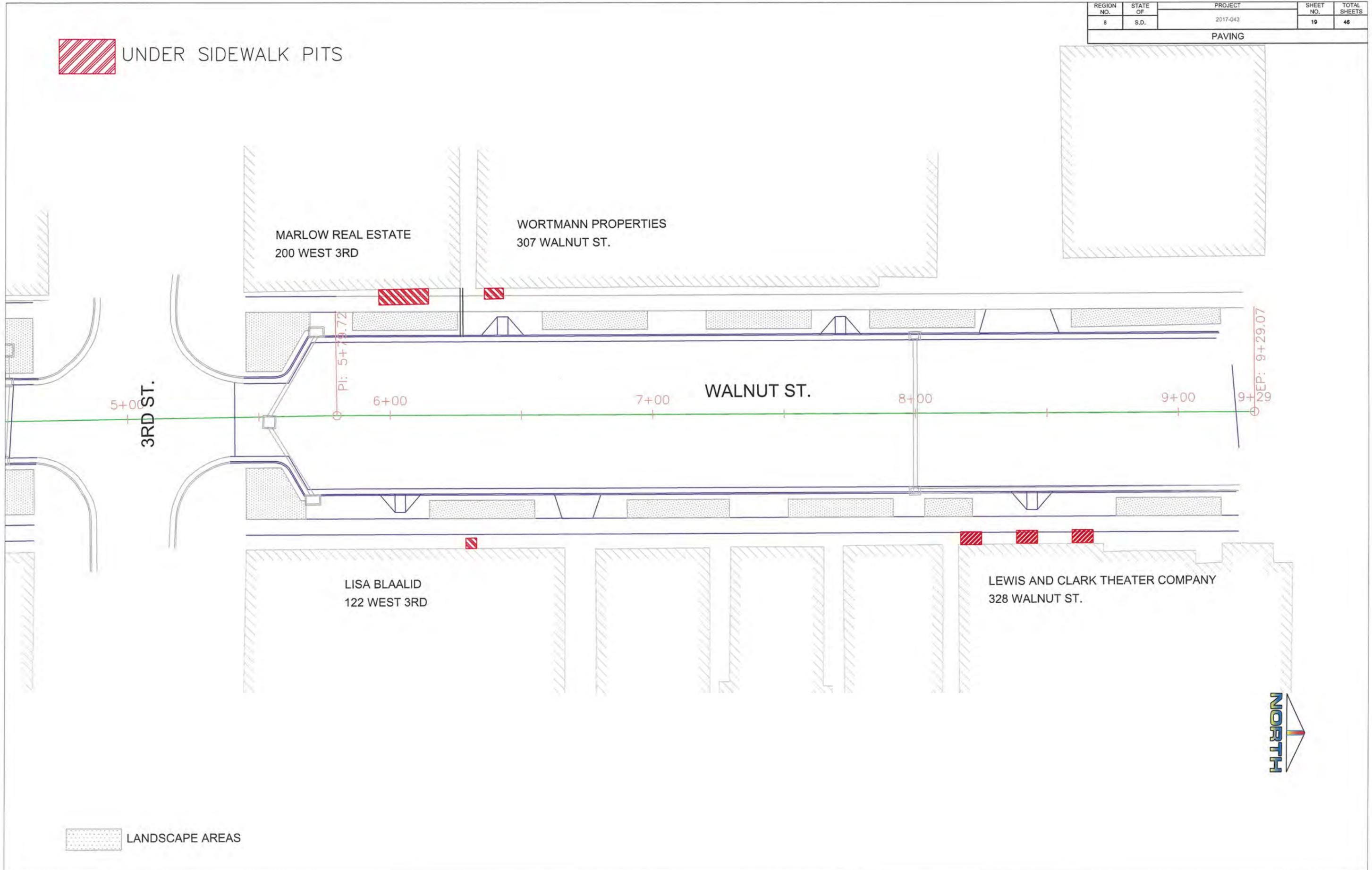
3RD ST.

 LANDSCAPE AREAS



REGION NO.	STATE OF	PROJECT	SHEET NO.	TOTAL SHEETS
8	S.D.	2017-043	19	48
PAVING				

 UNDER SIDEWALK PITS



 LANDSCAPE AREAS

RESOLUTION #18-38

Permissive Use of Right-of-Way

WHEREAS, During the design process for the Walnut Street – 2nd Street to 4th Street Reconstruction Project a number of underground rooms and coal chutes that are connected to the adjacent buildings were discovered encroaching into the Walnut Street right of way; and

WHEREAS, City Attorney, Ross DenHerder, has drafted a Hold Harmless and License Agreement in regards to the right of way encroachments for each property owner consideration. The agreements between the City of Yankton and the property owners with encroachments gives two options; the first option electing for the property owner to continue to utilize their underground structure and the second option allows the City to remove/backfill the underground structure; and

WHEREAS, Three of the property owners, Marlow Real Estate LLC, Bernard Properties LLC, and Riverfront Partners LLC have chosen Option 1 within the agreement, electing to keep their underground rooms; and

WHEREAS, Three of the property owners, Lewis and Clark Theater Company Inc., Lisa J. Balaalid, and Wortmann Properties & Leasing LLC have chosen Option 2 within the agreement allowing the City to close and backfill their underground structures/coal chutes.

NOW, THERFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the permissive use of Right-of-Way as described above.

Adopted:

Nathan V Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer

Memorandum #18-115

To: Amy Nelson, City Manager
From: Todd Larson, Director of Parks, Recreation, & City Events
Subject: Swing King Hole-In-One Game-of-Chance for the Shark Experience at Fox Run Golf Course
Date: February 5, 2018

The staff at Fox Run Golf Course have been introduced to a hole-in-one game-of-chance program that can be added to the "Shark Experience" on the carts at Fox Run Golf Course.

The "Shark Experience" includes a video monitor on the golf carts that will allow a game-of-chance offer to be displayed prior to golfers teeing off on one pre-determined front nine par three holes at Fox Run Golf Course. If a person so chooses, they swipe their credit card on the "Shark Experience" prior to teeing-off and pay \$5 for the chance to win \$10,000 if they make a hole-in-one on that particular hole. There is also an option to pay \$10 for the chance to win \$20,000 for a hole-in-one.

Digital Golf Technologies (DGT), the company that offers the Swing King game, offers this game and equipment at no cost to Fox Run Golf Course. DGT installs the necessary equipment on the carts and at the hole to monitor the game-of-chance. The City of Yankton will receive 15% of the net amount collected each month from the payments to play the game-of-chance. It is up to the individual golfer if they will or will not participate in the hole-in-one game-of-chance.

City Attorney Den Herder has reviewed the agreement and has no issue with entering into the agreement. It is a three-year agreement and then can be renewed each year after the initial three-year term ends.

Recommendation: It is recommended the Swing King Hole-in-One game-of-chance agreement be entered into by the City of Yankton for Fox Run Golf Course.

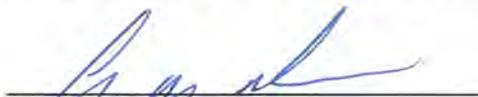
Respectfully submitted,



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

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager



Placement Agreement

This Placement Agreement ("Agreement") is entered into by and between Digital Golf Technologies, Inc. d.b.a. Swing King ("DGT") and _____ ("Operator") (each a "Party" and collectively, the "Parties") for the hole-in-one services and equipment ("DGT System") provided by DGT. This Agreement is effective on the date it is signed by both Parties (the "Effective Date"). Golf course(s) covered are listed on Exhibit B.

Monthly Fees: As a special benefit to Shark Experience customers, the monthly fees for the rental and use of the DGT equipment will be \$0.

Revenue Share: For use of the DGT System, Operator will receive 15% of all revenue generated from the daily play hole-in-one contests listed on Exhibit A. For all revenue it collects (if any), Operator agrees to pay 85% of this amount to DGT within 30 days of the end of each month. For all hole-in-one revenue collected through the Shark Experience Cashless Payment System, DGT agrees to pay Operator 15% of the net amount within 30 days of the end of each month. The Parties may at a later date agree to additional revenue sharing opportunities.

Operation of Program: Operator acknowledges that the Shark Experience platforms will be used to market the DGT hole-in-one contests to golfers. The golfer entry fee to participate in the daily play hole-in-one contests shall be charged and collected through the Shark Experience Cashless Payment System. Operator shall present and collect any additional paperwork required by DGT to validate hole-in-one or other prize claims.

Term: The Agreement will continue in effect for 3 years after the first day the DGT System is fully operational and Operator's golf course(s) is ready for play ("Initial Term"). After the Initial Term, this Agreement will automatically renew for successive 1-year terms unless either Party gives written notice to the other Party of its desire not to renew at least 60 days prior to the end of the Initial Term or subsequent terms.

Exclusivity: During the term of this Agreement, Operator agrees that DGT shall be the sole automated hole-in-one contest provider for all such contests that occur on Operator's course(s).

DGT'S Obligations:

- DGT shall, at its sole cost and expense install, maintain and operate the DGT System.
- DGT shall be solely responsible for the payment of all prizes awarded to participants of the hole-in-one contests, subject to such participants having adhered to the requisite terms and conditions to be eligible to enter into such contest. Prizes subject to change.
- DGT shall reimburse Operator for any expenses incurred by Operator to provide electrical requirements for installation, but this reimbursement amount shall not exceed \$500.

Operator's Obligations:

- Operator must report all hole-in-one claims to DGT within 24 hours from when the hole-in-one occurs.
- Operator shall provide DGT with electrical power to the DGT System installed on Operator's course.
- Operator shall provide DGT with an Internet connection available in the pro shop or location of Operator's choice to connect to the DGT System recording and monitoring equipment.
- Operator agrees to DGT's Terms and Conditions included on the following page.

ACCEPTED AND AGREED TO:

DGT

OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Digital Golf Technologies Terms and Conditions

1. Golf Course Operation.

OPERATOR shall abide by normal golf course operations in the placement of tees and pins. In the event that construction, maintenance or other circumstances require the qualifying tee on the DGT hole to be altered so that the qualifying tee plays less than 150 yards, the OPERATOR shall notify DGT immediately to determine how play on the DGT hole and prizes to participants may be affected.

2. Fraudulent Activities. Representation of Authority.

It shall be a material breach of this Agreement if OPERATOR, its employees, personnel, and/or agents, directly or indirectly, (i) attempt to or, in fact, engage in any fraudulent activities associated in any way with the DGT System, including but not limited to any acts or omissions that encourage or facilitate the tampering and/or interference with the DGT System's proper functioning, (ii) participate in the intentional violation of any of the DGT terms and conditions of play. Moreover, in the event OPERATOR becomes aware of any such activity, OPERATOR shall promptly report directly to DGT any incidents of potential fraud or unauthorized DGT System use and/or fraudulent activities associated with any DGT contest participants or associates of contest participants. The person signing this Agreement on behalf of OPERATOR represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement.

3. Audit Rights.

OPERATOR shall provide to DGT and its agents access at all reasonable times, and after reasonable notice, to OPERATOR, OPERATOR's personnel and to data and records relating to OPERATOR's operations and to OPERATOR's performance under this Agreement for purposes of performing an audit and inspection of OPERATOR to verify the information that OPERATOR has provided and the amounts paid or to be paid to OPERATOR by DGT and by OPERATOR to DGT pursuant to this Agreement.

4. Indemnification.

OPERATOR shall indemnify, defend and hold harmless DGT from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from the handling, use or misuse of DGT's equipment by OPERATOR, its employees, personnel and/or agents, except to the extent caused by DGT's gross negligence or willful misconduct. This Section shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

5. Termination. Reasons for Termination. Successors and Assigns

DGT has the option to terminate this Agreement at any time after OPERATOR ceases to be a Shark Experience customer or the DGT hole-in-one content ceases to be offered through the Shark Experience platforms. Either Party may terminate this Agreement under the following circumstances: Immediately, if the other Party: (a) becomes insolvent or unable to pay its debts as they mature within the meaning of the United States Bankruptcy Code or any successor statute; (b) makes an assignment for the benefit of its creditors; (c) files or has filed against it, voluntarily or involuntarily, a petition under the United States Bankruptcy Code or any successor statute unless the petition is stayed or discharged within 90 days; (d) has a receiver appointed with respect to all or substantially all of its assets; or (e) upon the other Party's breach of any material term of this Agreement and failure to cure the breach within 60 days following written notice thereof. If OPERATOR terminates this Agreement for any reason whatsoever, OPERATOR shall return DGT's equipment to DGT at its sole cost and expense and the balance of any money due to DGT under this Agreement shall be immediately due and payable. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, if any, successors, and assigns.

6. Insurance.

DGT and Operator shall maintain comprehensive liability insurance for its activities necessary to the performance of this Agreement.

7. Late Payment Fee.

There will be a 2.0% interest charge per 30 days on late payments due DGT.

8. Disclaimer of Warranties.

Except as otherwise expressly set forth herein, neither Party makes any representations or warranties, and hereby expressly disclaims all warranties, express, implied, statutory, or otherwise, relating to or arising out of the Agreement, including, without limitation, any warranty of non-infringement, any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

9. Limitation of Liability.

Neither Party will be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages, for loss of profit, revenue, time, opportunity or data in connection with or arising out of this Agreement, whether in an action in contract, tort, product liability, strict liability, statute, law, equity or otherwise. OPERATOR agrees that DGT will not be cumulatively liable to OPERATOR for any liability under this Agreement in an amount greater than the net revenues received by DGT during the term of this Agreement for the DGT System located at OPERATOR's golf course(s). Notwithstanding the preceding paragraph, a Party's liability for: (a) personal injury, including death, will be unlimited to the extent caused by its gross negligence and/or willful misconduct; (b) physical damage to tangible real or personal property will be the amount of direct damages, to the extent caused by such negligence or willful misconduct, up to one million dollars per occurrence; (c) violating the other's intellectual property rights and (d) fraudulent activities (as described in Section 2 above) is not limited by this Section. Each clause of this Section is separate from each other clause of this Section and will apply notwithstanding any failure of essential purpose of a remedy or any termination of this Agreement.

10. Waiver.

No failure of DGT to exercise or enforce any of its rights under this Agreement shall act as a waiver of any breach of this Agreement; and the waiver of any breach shall not act as a waiver of subsequent breaches. DGT's acceptance of payment with knowledge of a default or breach by OPERATOR shall not constitute a waiver of any breach.

11. Governing Law/Jurisdiction.

Illinois law governs this Agreement without reference to its choice of law principles, and each Party hereto agrees and submits to the exclusive jurisdiction of the courts of the State of Illinois for resolution of any disputes arising hereunder, and waives any right to change location as under any motion for change of venue and/or forum non conveniens. Operator agrees to waive its right to a jury trial of any claim or cause of action arising out of or relating to this Agreement.

12. Modification.

This Agreement may be supplemented, amended, or modified only by mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing or via email.

13. Confidentiality.

Operator acknowledges and agrees that any information or data it has acquired from or about DGT, not otherwise properly in the public domain, was received in confidence. Operator agrees not to divulge, communicate or disclose (except as may be required by law or for the performance of this Agreement), or use to the detriment of DGT or for the benefit of any other person or persons, or misuse in any way, any confidential information of DGT, including any technical, trade or business secrets of DGT and any technical, trade or business materials that are treated by DGT as confidential or proprietary, including, but not limited to, intellectual property, ideas, discoveries, inventions, developments, customer lists, sales pipeline and improvements belonging to DGT and confidential information obtained by or given to DGT about or belonging to third parties.



Exhibit A

Per Round Hole in One Contest Offerings

Operator may at any time request additional options from the DGT Account Manager. Options above \$100,000 HIO must be approved in writing prior to contest by the DGT Account Manager.

Option 1

- Revenue Share: 15% to Operator and 85% to DGT
- Cost to Golfer is \$5.00
- Grand Prize for Hole in One on the DGT hole with cameras: \$10,000

Option 2

- Revenue Share: 15% to Operator and 85% to DGT
- Cost to Golfer is \$10.00
- Grand Prize for Hole in One on the DGT hole with cameras: \$20,000



SWING KING
BE THE ONE

Exhibit B

Golf Course(s) Covered under Agreement

Golf Course Name: _____
Golf Course Street Address: _____
City, State, Zip: _____
Additional Details: _____

Additional Courses:
Golf Course Name: _____
Golf Course Street Address: _____
City, State, Zip: _____
Additional Details: _____

Golf Course Name: _____
Golf Course Street Address: _____
City, State, Zip: _____
Additional Details: _____

Golf Course Name: _____
Golf Course Street Address: _____
City, State, Zip: _____
Additional Details: _____

Memorandum No. 18-120

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Strategic Planning
DATE: June 4, 2018

Attached is a document reflecting the work put forth by the Yankton City Commission and Department Heads in January 2018 at our Planning Advance.

This document reflects edits and suggestions made following the City Commission's review of the document at the City Commission Work Session held on May 29, 2018.

The document includes City Commission priorities, goals, and strategies to realize our vision for the organization and the impact that will have on our vision for the community. In addition, this document contains a new mission statement to serve as the foundation that guides our organization's personnel, work, and decision making.

The proposed mission statement is "To provide exemplary experiences, services & spaces that create opportunities for everyone to learn, engage, and thrive".

It should also be noted that this work is not intended to serve as the "be-all and end-all" all-encompassing plan for the community. Rather, this plan reflects the City of Yankton's intentions to realizing vision. Certainly, the City of Yankton would eagerly participate in any process the community engages in to develop a strategic plan that involves a broader spectrum of organizations, institutions, and individuals.

Recommendation: It is recommended that the City Commission adopt the attached Vision 2018-2020 document.

MISSION:

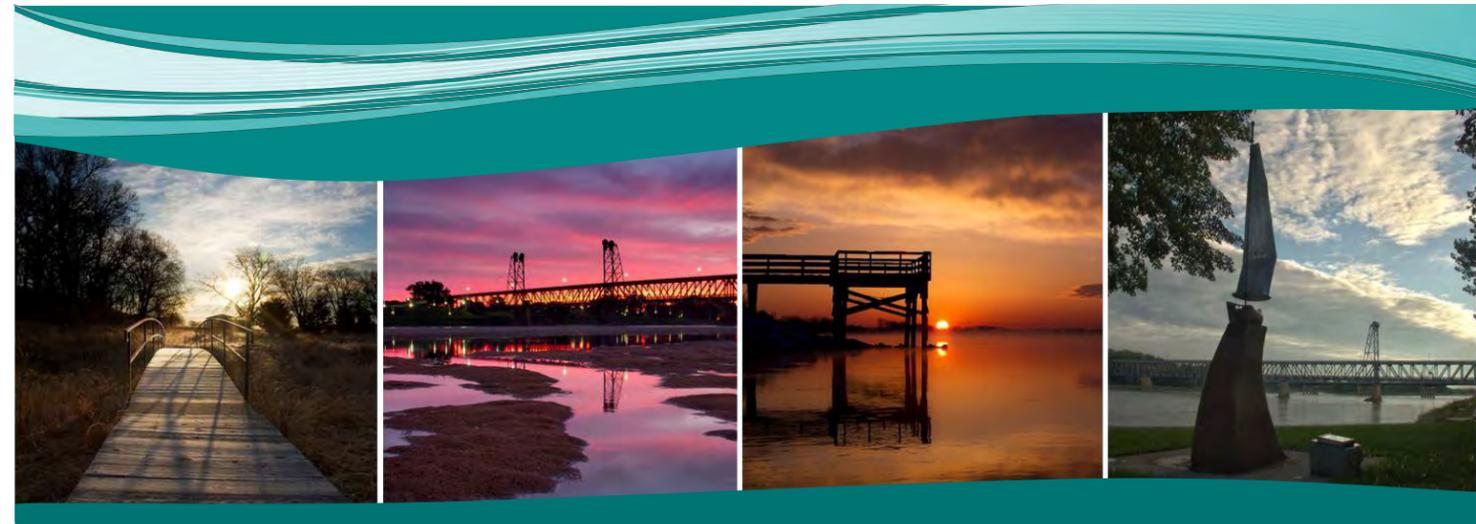
To provide exemplary experiences, services, & spaces that create opportunities for everyone to learn, engage, and thrive.

Trends Driving Our Decisions:

- Aging Infrastructure & Equipment
- Social Media & Communications
- Expectations of Citizens
- Limited Financial Capacity
- Workforce & Housing Shortages
- Desire to Move Yankton Forward

Values Driving Our Decisions:

- Sustainability
- Maintenance
- Seamlessness
- Self-efficacy
- Service
- Facilitate Growth
- Livability



CITY OF YANKTON PLANNING ADVANCE 2018-2020 A VISION FOR YANKTON'S FUTURE



On January 19-20, 2018, the City of Yankton department directors and the City Commission met to affirm organizational and community values, chart the direction of the community looking out 3 years, and set priorities and actions for 2018-2020. This report identifies the highlights of the session.

COMMISSION PRIORITIES

1 Quality of Life / Livability

2 Engagement & Transparency

3 Relationships & Partnerships

4 Employee Recruitment & Retention

5 Downtown & Riverfront Development

6 Community Development & Planning

7 Growth & Neighborhood Development

8 Maintain & Improve Infrastructure

Vision 2018-2020

Under the direction of the Commission and the support of the community, The City of Yankton...

Works together to pursue happiness

Commission Priorities:
1, 2, 3, 4, 5, 6, 7, 8

- ◆ Quality of Life
 - ◆ Aquatics Facility
 - Completion
 - ◆ Community Library
 - Develop a plan for upgrading or building a new facility
 - ◆ Walkability / Intermodal Transportation
 - Sidewalk Width
 - Sidewalk Reimbursement Plan
 - Phase 1
 - ◆ Broadway
 - ◆ YSD – Middle School
 - Tap Grant Hwy 50 to WCLR
 - Trail to NFAA
 - ◆ Define Retail Strategies
 - ◆ Water Treatment Plant
 - Completion
 - ◆ Water Distribution Modeling Update
 - ◆ Waste Water Master Facility Plan

Has welcoming & safe neighborhoods

Commission Priorities:
1, 2, 3, 5, 6, 7, 8

- ◆ Implement Property Maintenance Code
- ◆ Support Fire Department as a Volunteer Organization
 - Strategic Plan
 - Succession Plan
- ◆ WCLR Completion
- ◆ 8th Street Completion
- ◆ 23rd Street West of WCLR Completion
- ◆ 8th Street Burleigh to Ferdig
- ◆ Riverside Drive
- ◆ 21st Street Broadway to Douglas
- ◆ Repair Bridges
 - Pine Street
 - Cedar Street
 - Meridian

Has beautiful parks & is an oasis on the Missouri River

Commission Priorities:
1, 5, 6, 7

- ◆ Public Art Installation - Mural Riverside
- ◆ Implement Recycling in Parks
- ◆ Riverside Park Decoration
- ◆ Update Restrooms by Riverside Field
- ◆ Westside Park Long Range Plan
- ◆ Collaborate on Improving Sports Facilities/Fields
 - Fox Run / SAC
 - MMC Field House
 - Soccer Complex
 - Sports Associations

Has a thriving economy & vibrant downtown

Commission Priorities:
1, 3, 5, 6

- ◆ Support Port Yankton Development
- ◆ Expand Façade Grant Program
- ◆ Public Art Installation
- ◆ Walnut Street, 2nd-4th Completion
- ◆ Airport
 - Apron Expansion
 - Aviation Development

Is collaborative & innovative

Commission Priorities:
2, 3, 4

- ◆ Develop Outside Agency & BBB 5 Year Plans
- ◆ Paint the Plows Project
- ◆ Collaborate With County on Initiatives
 - Build Ongoing Relationships
 - Identify New Partnerships

Is an open & engaging community

Commission Priorities:
1, 2, 3

- ◆ Increase Citizen Engagement & Government Transparency
 - Body Worn Cameras
 - Post Agendas on Social Media
 - Crime Mapping
 - Live Stream City Commission Meetings
 - Provide More "E" Services
- ◆ Support Workforce Development Strategies
 - Recruitment

Internal Operation Goals

- ◆ Implement Automated Payroll System
- ◆ Succession Planning & Staff Mentoring
 - Operational & Procedural Manuals
 - Mentoring Program

- ◆ Employee Compensation Commitment
 - Emphasize Employee Morale
 - Examine Salaries & Benefits

** All Priorities, Goals, & Projects are listed in NO particular order

Updated: June 2018

Memorandum #18-125

To: Amy Nelson, City Manager
From: Adam Haberman, PE, Public Works Director
Subject: License for Bicycle/Pedestrian Walkway Agreement with Burlington Northern
Date: June 5, 2018

At the March 12, 2018, City Commission meeting, a Pipeline License Agreement with BNSF Railway Company was approved by the City Commission. It was mentioned previously, that we would be bringing a second Agreement for Bicycle/Pedestrian Walkway before you to approve as part of the TAP Trail Agreement that the City has with the State of South Dakota.

Attached is said Agreement for Bicycle/Pedestrian Walkway. The proposed TAP trail will cross the BNSF right-of-way at the West City Limits Road rail crossing location. BNSF requires the City to obtain a BNSF License to construct, maintain, and use the trail crossing. In order for the State to proceed in preparing the project for a July bid letting with a full project completion, we must execute this Agreement with BNSF.

Respectfully submitted,



Adam Haberman, PE
Public Works Director

Recommendation: It is recommended that the City Commission approve the attached Bicycle/Pedestrian Walkway Agreement and authorize the City Manager to enter into the Agreement with BNSF, as detailed in Memorandum #18-125.

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



Amy Nelson
City Manager

____ Roll call

LICENSE FOR BICYCLE PATH/PEDESTRIAN WALKWAY

THIS LICENSE FOR BICYCLE PATH/PEDESTRIAN WALKWAY ("**License**"), is made to be effective _____, 2018 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**"), and **CITY OF YANKTON**, ("**Licensee**").

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

GENERAL

1. **Grant of License.** 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**"), a bicycle path (the "**Trail**") across or along Licensor's rail corridor at or near Yankton, County of Yankton, State of South Dakota, Line Segment 2001, Mile Post 577.64 as shown on the attached Drawing No. 71606, dated January 12, 2018, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** 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. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance and use of the Trail in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** 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. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Five Hundred and Sixty One and No/100 Dollars (\$ 3,561) as compensation for the use of the Premises.
7. **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 Trail 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. **Payment Terms.** 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 (2½%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** 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 Trail) 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. **Right to Require Relocation.** 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 Trail, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Trail 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 Trail the or the construction of a new Trail to replace the Trail. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Trail promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Trail.**
- 11.1 Licensee shall notify Licensor's Roadmaster, at Richard.Woodside@BNSF.com or 605-373-4310, at least ten (10) business days prior to entry onto the Premises for construction of the Trail 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 Trail 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 Trail in such a manner and of such material that the Trail 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 Trail 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 Trail 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 Trail 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 Trail 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 Trail, it being solely Licensee's responsibility to ensure that the Trail 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 Trail by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Trail. 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 Trail 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 twenty-six (26) inch diameter and at a depth less than ten (10) 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. Personal Property Risk of Loss. **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. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 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, 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 employees.

No other endorsements limiting coverage may be included on the policy with regard to the work being performed under this License.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage
 - Any and all vehicles owned, used or hired
 - Bodily injury and property damage
 - Any and all vehicles owned, used or hired
 - 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 Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, 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 Railroad Protective Liability Insurance. This insurance shall name only the 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 Trail. **THE CONSTRUCTION OF THE TRAIL SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Trail 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 10 93 and include the following:
- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - 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 the Licensor prior to performing any work or services under this License

In lieu of providing a Railroad Protective Liability Policy, 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 \$633.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

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 and certificates of insurance shall reflect that no exclusion exists.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its 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 deductible, 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 deductible, self-insured retention, or other financial responsibility for claims.
- 15.6.4 Prior to commencing the Work, 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. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad 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 (5) 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 Trail 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 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 (1) 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 Trail 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 Trail in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
- 16.6 While this License is personal to Licensee and its invitees, it is recognized that the Trail may be used by unauthorized persons, and Licensee agrees that for the purposes of this License all persons using the Trail shall be deemed the agents or invitees of Licensee.

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 Trail 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 or from 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 Trail 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. No Warranties.
- 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 TRAIL 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. Disclaimer of Warranty for Quiet Enjoyment. **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. Eviction at Risk of Licensee. 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

21. Liens and Charges. 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.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. 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.

- 21.1 This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
- 21.2. If Licensee fails to surrender the Premises to Licensor upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered.

Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination

MISCELLANEOUS

25. **Successors and Assigns.** 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 own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, 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. **Notices.** 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
2301 Lou Menk Dr. – GOB – 3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Yankton
416 Walnut St.
Yankton, SD 57078

28. Survival. 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 Trail and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. 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. Severability. 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. Integration. 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. Joint and Several Liability. 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. Waiver. 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. Counterparts. 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. Licensor's Representative. 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

By: _____

Title: _____

Date: _____

LICENSEE:

City of Yankton

416 Walnut St.
Yankton, SD 57078

By: _____

Title: _____

Date: _____

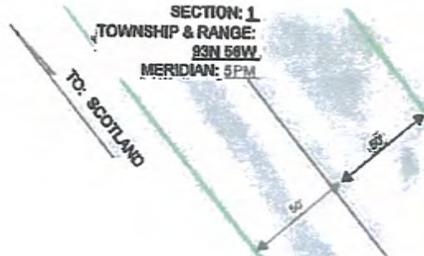
COORDINATE SYSTEM: SD_S

TRACKING NO. 18-50349

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF YANKTON

SCALE: 1 IN = 50 FT
TWIN CITIES DIV.
ABERDEEN SUBDIV. L.S. 2001
DATE: 1/12/2018



SECTION: 1
TOWNSHIP & RANGE:
93N 58W
MERIDIAN: 5PM

MP 677.01
47,416,600 ± 42,907,390

LEGEND:

- BIKE PATH
- RIGHT OF WAY LINE
- TRACK

DESCRIPTION:
APARCEL(S) OF LAND CONTAINING A TOTAL OF 1,203.92 SQ. FT.
(0.02 A.C.) MORE OR LESS SHOWN HATCHED.
122 Total Length

YANKTON
COUNTY OF YANKTON

STATE OF SD

Source: Trimble, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

TRIM LINE

MAP REF. 031506

DRAWN BY:TR DRAWING NO. 71606

Memorandum #18-126

To: Amy Nelson, City Manager
From: Adam Haberman, PE, Public Works Director
Subject: Change Order #1 Pine Street Bridge Replacement Project
Date: June 5, 2018

Work continues on the Pine Street Bridge Replacement Project, PCN 05RN, Project No. BRO 8068(00)16-1 Yankton County. The existing structure has been removed and work is taking place to begin construction of the replacement structure.

The attached Change Order No. 1 increases the project cost by \$3,823.10. The largest increase was primarily due to the addition of floating silt curtain along the bank of Marne Creek to keep silt and debris from entering the creek. The Change Order also includes adjustments in quantities for additional sidewalk removal and additional low flow silt fence installation. Adjustments were also made to the tree and stump removal quantities, which resulted in zero cost adjustment.

City staff has reviewed the project change order and recommend that Change Order No. 1 be approved.

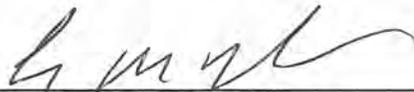
Respectfully submitted,



Adam Haberman, PE
 Public Works Director

Recommendation: It is recommended that the City Commission approve Memorandum #18-126 for Change Order No. 1 for the Pine Street Bridge Replacement Project in the amount of \$3,823.10 and recommended that the City Manager be authorized to sign any documents for the Pine Street Bridge Replacement Project.

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



Amy Nelson – City Manager

____ Roll call

South Dakota Department of Transportation
Construction Change Order No 1

PCN 05R9
 Project No BRO 8068(00)16-1 County Yankton Contract Amt \$1,709,466.10
 Type of Work Structure Replacement (50'-8" Rigid Frame Bridge)
 Contractor Swingen Construction Company

All standard specifications apply unless otherwise noted.

Additional substantial calendar days:	Additional field work calendar days:
Additional substantial working days:	Additional field work working days:
New substantial completion date:	New field work completion date:

No time will be added for these changes as they do not physically extend the time it takes to complete the project.

The net change due to this CCO is an increase of \$3,823.10

Prepared by Greg Putnam Date 05/11/2018

<p align="center">Contractor Acceptance</p> <p>The changes contained in this construction change order are made in accordance with the provisions of the contract for subject project and when accepted by the Contractor and upon approval by the South Dakota Department of Transportation shall become a part of said contract.</p> <p>On <u>MAY 30, 2018</u> By <u>JASON ODEGARD</u> Title <u>VICE</u></p>	<p align="center">Engineering Supervisor Recommend</p> <p>On _____ By _____</p> <p align="center">Yankton Area Engineer Approval</p> <p>On _____ By _____</p>	<p align="center">Division Administrator Federal Highway Administration</p> <p>Contingent upon funds being available under the existing project agreement or upon additional Federal Aid Funds being made available by a modified project agreement.</p> <p>On _____ By _____</p>
<p align="center">City Approval</p> <p>On _____ By _____</p>		

PCN 05R9
 Project No BRO 8068(00)16-1 County Yankton Contract Amt \$1,709,466.10
 Type of Work Structure Replacement (50'-8" Rigid Frame Bridge)
 Contractor Swingen Construction Company

The following change in plans and/or specifications for the subject project is hereby made:

Floating Silt Curtain

Instruction: A floating silt curtain shall be installed along the bank on Marne Creek. The negotiated unit price includes mobilization, material, labor, equipment and overhead required to place the floating silt curtain.

Reason: A floating silt curtain was added to the project to keep any silt or debris from disturbing Marne Creek. The cost to do this work was negotiated with the Contractor and appeared reasonable for the small amount of floating silt fence required on the project. See Sheet 3 of 3.

Line No. 071 P Floating Silt Curtain 150.000 @ 19.950 / Ft New

Sidewalk

Instruction: Additional sidewalk shall be removed as marked by the Engineer.

Reason: Additional sidewalk was removed due to changes made by the City of Yankton on the relocation of the watermain.

Line No. 008 N Remove Concrete Sidewalk 46.700 @ 14.000 / SqYd

Silt Fence

Instruction: Additional silt fence will be installed along Marne Creek as marked by the Engineer.

Reason: Additional silt fence was needed to keep siltation from getting into Marne Creek.

Line No. 065 N Low Flow Silt Fence 34.000 @ 5.200 / Ft

Tree Removal

Instruction: No trees will need to be removed from the project but there will be 3 additional stumps to be removed.

Reason: Due to the seasonal limitation on tree removal, the City of Yankton cut down the 3 trees prior to April on the project but left the stumps to be removed by the Contractor.

Line No. 002 N Clear and Grub Stump 3.000 @ 800.000 / Each

Line No. 003 N Clear and Grub Tree -3.000 @ 800.000 / Each

Line No	Std Bid Item No	Item Description	Qty As Now Ordered	Current Change in Qty	Unit Price	Unit	Current Change in Amt
002N	100E0010	Clear and Grub Stump	4.000	3.000	800.000	Each	\$2,400.00
003N	100E0020	Clear and Grub Tree	0.000	(3.000)	800.000	Each	(\$2,400.00)
008N	110E1140	Remove Concrete Sidewalk	233.000	46.700	14.000	SqYd	\$653.80
065N	734E0602	Low Flow Silt Fence	249.000	34.000	5.200	Ft	\$176.80
071P	734E0630	Floating Silt Curtain	150.000	150.000	19.950	Ft	\$2,992.50

Increase This Order	\$6,223.10
Decrease This Order	(\$2,400.00)
Net Change This Order	\$3,823.10
Net Change To Date	\$3,823.10

Putnam, Greg

From: Jason Odegard <jason.odegard@swingenconstruction.com>
Sent: Tuesday, May 8, 2018 2:10 PM
To: Putnam, Greg
Cc: unitelsd.com, totaltill
Subject: [EXT] Silt Fence Installed Yankton County Project PCN 05R9
Importance: High

Greg,

Our total price for the floating silt curtain installed with all applicable markups would be 150 lineal feet at \$19.95 per lineal foot \$2,992.50



Jason Odegard V.P. Estimating
Phone 701-775-5359
Fax 701-775-7631
Cell 701-741-3397
jason.odegard@swingenconstruction.com

BRO 8068(00)16-1
PCN 05R9
CCO #1
Sheet 3 of 3

From: Karen Leisinger [mailto:totaltill@unitelsd.com]
Sent: Tuesday, May 08, 2018 1:35 PM
To: Jason Odegard <jason.odegard@swingenconstruction.com>
Subject: Yankton County Project PCN 05R9
Importance: High

Jason

Greg Putnam asked us to put in some floating silt curtain on this project.

Our price to you for that is

Mobilization \$400
Floating Silt Curtain 150 LF @ \$16 = \$2400.00

Please get him your price asap as he is planning for us to put it in tomorrow.

Thanks!!

Karen
Guardrail Enterprises Inc

Accepted
5/8/18
[Signature]