



**CITY OF YANKTON**

**2018\_11\_26**

**COMMISSION MEETING**



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

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## **YANKTON BOARD OF CITY COMMISSIONERS**

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

**Monday, November 26, 2018**

**City of Yankton Community Meeting Room**

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

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

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### **I. ROUTINE BUSINESS**

1. **Roll Call**
2. **Approve Minutes of regular meeting of November 13, 2018 and Special City Commission Meeting of November 5, 2018**  
**Attachment I-2**
3. **City Manager's Report**  
**Attachment I-3**
4. **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. **Pawn Brokers Licenses for 2019**  
Consideration of Memorandum #18-240 recommending approval of the applications for Pawn Brokers License  
**Attachment II-1**
2. **Renewal of Private Collector of Refuse License for 2019**  
Consideration of Memorandum #18-241 recommending approval of the renewal of applications for Private Collector of Refuse Licenses for the year 2019 (January 1, 2019 – December 31, 2019) licensing period  
**Attachment II-2**

**3. Renewal of 2019 City Dance License Applications**

Consideration of Memorandum #18-242 recommending approval of the renewal of applications for 2019 City Dance Licenses

**Attachment II-3**

**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 - Assessment Roll; Noxious Vegetation and Abatement**

Consideration of Memorandum #18-243 and Resolution #18-71, for the public hearing on the special assessment roll for removal of noxious vegetation and abatement

**Attachment III-1**

**2. Public hearing for renewal of Alcoholic Beverage Licenses**

Consideration of Memorandum #18-244 regarding the public hearing and consideration of the applications for renewal of Alcoholic Beverage Licenses for the 2019 (January 1, 2019, to December 31, 2019) licensing period

**Attachment III-2**

**3. Public Hearing - Gas Franchise**

Public hearing and second reading of Ordinance #1012 regarding Gas Franchise Agreement

**Attachment III-3**

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

**IV. NEW BUSINESS**

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

**1. Bid Award – Crushing Concrete**

Consideration of Memorandum #18-238 regarding Bid Award for Crushing Concrete

**Attachment IV-1**

**2. Personnel Contract – Police Chief**

Consideration of Memorandum #18-239 regarding Personnel Contract with Police Chief

**Attachment IV-2**

**3. Budget Supplement**

Memorandum supporting first reading of Memorandum#18-245 supporting Ordinance #1013, the second supplement to the 2018 annual appropriation Ordinance #1001 and setting December 10, 2018 as second reading and public hearing of said Ordinance

**Attachment IV-3**

4. **Election Board**  
Consideration of Memorandum #18-247 approving the recommendation of election workers for the City of Yankton special election on December 11, 2018, and establishing the compensation for said election workers  

**Attachment IV-4**
5. **Establishing Public Hearing Date for Ordinance Change – Peddler’s License**  
Introduction and first reading of Ordinance #1014, amending the Peddler’s License Chapter 13 Article 3, Division 4 and setting December 10, 2018 as second reading and public hearing of said Ordinance  

**Attachment IV-5**
6. **ADA Downtown Parking Designation – Willa B’s**  
Consideration of Memorandum #18-250 in Support of Resolution #18-83 regarding ADA Downtown Parking Designation – Willa B’s  

**Attachment IV-6**
7. **Change Order and Close-out of West City Limits Road Project**  
Consideration of Memorandum #18-249 regarding Change Order Number 1, Final Project Acceptance and Final Payment for the West City Limits Road (WCLR)  

**Attachment IV-7**
8. **Change Order and Close-out of E Hwy 50 Trail Project**  
Consideration of Memorandum #18-248 regarding Change Order Number 1, Final Project Acceptance and Final Payment for the E Hwy 50 Trail Project  

**Attachment IV-8**
9. **Development Agreement – Yankton Mall**  
Consideration of Memorandum #18-251 regarding Development Agreement between the City of Yankton and Yankton-Omaha Limited Partnership  

**Attachment IV-9**
10. **Naming Rights Agreement**  
Consideration of Memorandum #18-252 regarding Naming Rights Agreement for Proposed Aquatics Facility  

**Attachment IV-10**
- 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 AND 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 NOVEMBER 26, 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  
November 13, 2018**

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

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

Action 18-307

Moved by Commissioner Gross, seconded by Commissioner Miner, to approve the Minutes of the regular meeting of October 22<sup>nd</sup>, 2018.

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

Motion adopted.

Action 18-308

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

Ace Hardware-Cleaning Supplies-\$46.55; Action Electric-Traffic Loops-\$1,829.92; Alton/Josh-Employee Xmas Party-\$1,250.00; Anderson/Meghan-Refund-\$275.00; Auto Value Parts-Filters-\$312.84; Avera Sacred Heart Hospital-Hep B Shots-\$79.62; Axon Enterprise-Tasers-\$2,608.00; Bartlett & West-Gravity Sewer Design-\$21,305.32; Bierschbach Equip-Asphalt Hose-\$518.00; Blackstrap-Road Salt-\$15,308.53; Boetger/Caitlin-Boots-\$101.16; Boller Printing-Printing-\$349.00; Bomgaars-Fittings-\$5.67; Books By Terrall-Books-\$87.93; Brenntag Great Lakes-Sodium Hypochlorite-\$477.00; Butler Machinery-Blade Repairs-\$7,867.44; Larry Campbell-Book-\$17.71; Carroll Distributing-Locate Flags-\$157.30; Cedar Knox Public Power-Elect-\$984.82; Centurylink-Phone-\$1,283.65; Chamber Of Commerce-Retirement-\$100.00; Chesterman Company-Pop-\$306.01; City Of Sioux Falls-Lab Tests-\$14.50; City Of Vermillion-Jt Power Cash Trans-\$71,634.94; City Of Yankton-Rubbish-\$134.68; City Of Yankton-Landfill Charges-\$258.66; City Of Yankton-Compacted Garbage-\$12,982.70; City Utilities-Water&Ww Charges-\$17,223.52; Clarks Rental-Rental-\$64.22; Cole Papers-Janitorial Supplies-\$213.95; Concrete Material-Hot Mix-\$11,115.45; Conduent Enterprises-Maint Program-\$2,138.00; John A Conkling Dist-Beer-\$661.50; Core & Main-Parts-\$5,119.81; Cornhusker Intl Truck-Truck Batteries-\$339.80; Country Pride Cooperative-Fuel-\$31,184.11; Creative Forms & Concepts-W2 Forms&1099 Forms-\$167.07; Credit Collection Service-Ut Collection-\$247.50; Crofton High School-Reimbursement-\$150.00; D & G Concrete-WCLR 9th To 31<sup>st</sup>-\$518,733.96; Dakota Beverage-Beer-\$390.65; Danko Emergency Equipment-Light Upgrade-\$48.95; Den Herder Law Office-Contracted Services-\$5,437.50; Dept Of Corrections-Doc Work Program-\$2,063.26; Dept Of Env & Nat Resources-Loan Payment-\$9,705.57; Dept Of Environment-Solid Waste Loan-\$33,978.88; Design Solutions & Integration-Radio Panel-\$23,262.00; Ehresmann Engineering-Tubing-\$25.67; Falkenberg Construction-Property Maintenance-\$550.00; Feimer Construction-Walnut 2nd To 4th-\$258,215.93; Fejfar Plumbing-Curb Stop-\$1,275.01; Ferguson Water Works Supply-Water Meter-\$4,473.00; First Dakota Natl Bank Corp-Fire Station Debt Serv-\$164,257.50; First National Bank-Sales Tax Rev Bonds-\$157,925.00; First National Bank-Ww Refunding Bonds-\$496,931.25; Flannery/Kirt-Officer Stipend-\$25.00; Flexible Pipe Tool-Repairs-\$473.35; Frick/Adam-Officer Stipend-\$25.00; Frick/Brian-Officer Stipend-\$50.00; Frontier Mills-Grass Seed-\$169.66; Geotek Eng & Testing Serv-Testing-\$154.00; Gerstner Oil-Aviation Fuel-

\$20,408.43; Govt Finance Officer Assn-Membership Renewal-\$190.00; GPSI-GPS Cart Fee-\$5,837.51; Graymont Capital-Lime-\$9,398.48; Greatlife Golf-Management Fee-\$10,780.37; Fred Haar Co-Sensor Repair-\$615.41; Hanson Briggs-Ut Rate Notices-\$441.78; Hartington Tree-Plant Tree-\$400.00; Hawkins-Azone-\$4,972.18; HDR Engineering-Water Plant Construction-\$101,960.39; J & H Care & Cleaning-Janitorial Services-\$3,400.00; Jacks Uniforms-Vests-\$3,761.40; Jansen Upholstery-Repair Seats-\$75.00; Jebro Inc-Liquid Asphalt-\$175.00; Jim Tramp Construction-Sidewalk Oversizing-\$1,859.00; John Henry Foster-Air Dryer-\$4,577.00; Johnson/Nathan-NLC Meeting-\$940.17; John T Jones Construction-Water Plant-\$1,268,274.75; Kdlt-Advertisement-\$590.00; Kleins Tree Service-Tree Removal-\$1,500.00; Klines Jewelry-Retirement-\$96.49; Kuchta/Elmer-Refund-\$944.01; Larrys Heating & Cooling-HVAC Ignition-\$1,336.17; Lewis & Clark Bhs-1/2 Sp Appropriation-\$10,000.00; Lewis & Clark Theatre-1/2 Sp Appropriation-\$1,250.00; Loecker/Romain-Refund-\$316.25; Luken Memorials-Memorial Marker-\$300.00; Maguire Iron-Painting West Tower-\$59,300.00; Mailfinance-Postage-\$576.00; Marshall-Parts-\$2,739.14; Mayer Signs-Trail Signs-\$70.00; McGrath North Mullin-Professional Services-\$690.00; Menards-Parts-\$37.95; Merkel Electric-Repairs-\$13,591.34; Meyer Inc-Wood Chips-\$4,992.00; MGM Targets-Target System-\$934.38; Michaels Fence-Repair Of Gate-\$510.00; Midamerican Energy-Fuel-\$3,223.69; Midamerican Energy-Fuel-\$1,139.38; Midwest Striping-Road Striping-\$8,598.24; Millenium Recycling-Single Stream Fee-\$4,398.30; Moser/Brad-Officer Stipend-\$25.00; SD Motor Vehicle Dept-Title & License-\$68.60; Mount Marty College-Playbill-\$125.00; SD Municipal League-Conference-\$65.00; Northwestern Energy-Elect-\$57,263.86; Observer-Tree Trimming Ad-\$140.00; Olsons Pest Technicians-Pest Protection-\$140.00; Overhead Door-Door Repairs-\$217.50; Physio Control-Maintenance-\$752.40; Pilger Sand And Gravel-Golf Sand-\$1,404.67; Planning & Development Dist-Service Fees-\$4,557.24; Postmaster-Box Fee-\$90.00; Press Dakota-Legal Publication-\$777.98; Pro Track And Tennis-Mem Park Tennis Courts-\$63,185.00; Racom Corporation-Maintenance-\$7,961.63; Reinhart Foods-Entree-\$2,261.11; Ricoh USA-Printer Lease-\$419.01; Sanitation Products-Slipin Sander-\$17,939.93; SDML Workers Compensation-Work Comp Renewal-\$224,645.00; Sellmark Corporation-Thermal Optics-\$3,492.58; Sherwin Williams-Traffic Paint-\$524.40; SJ Louis Construction-Sewer Construction-\$433,052.81; Slowey Construction-Construction-\$335,020.25; Smith Insurance Inc/Mt & Rc-Notary Fee-\$177.50; South Dakota One Call-Message Fees-\$249.90; Stalker Radar-Radar Units-\$7,785.00; Stern Oil Co-Oil-\$1,841.96; Sweeney Controls-Blower Programming-\$345.00; Michael Todd Inc-Road Signs-\$242.72; Top Notch Window-Pro Services-\$50.00; Transource-Hose Assembly-\$973.54; Truck Trailer Sales-Dot Inspection-\$84.00; Turtle Tracks-Ballistic Vests-\$1,400.00; Two Way Solutions-Labor-\$2,378.53; U.S. Post Office-Utility Postage-\$2,500.00; Ulmer/Bruce-Reimb-Safety Glasses-\$60.00; Ultramax Ammunition-Ammo-\$4,226.00; United Parcel Service-Postage-\$135.00; United States Postal Service-Postage Meter-\$982.00; United Way-Sp Appropriation-\$9,275.00; Us Bank Equipment-Copier Lease-\$304.13; Vellek/Rich-Reimb-Safety Glasses-\$60.00; Wage Works-Flex Service Fee-\$135.00; Woehl/Toby-Refund-\$525.00; Woods Fuller Shultz & Smith-Professional Services-\$720.00; Yankton Area Arts Assn-Sp Appropriations-\$2,500.00; Yankton Area Convention-Sp Appropriations-\$97,582.50; Yankton County Auditor-Safety Center Shared-\$9,785.07; Yankton Medical Clinic-Employment Physical-\$1,015.00; Yankton Police-Petty Cash-\$44.00; Yankton School District-Sac Shared Expenses-\$36,149.61; Yankton Vol Fire Department-Calls And Drills-\$460.00; Ziegler/William-Officer Stipend-\$50.00; Aox Welding Supply-Welding Shielding Gas-\$59.75; Accucut-Program Supplies-\$85.00; Acushnet Billtrust-Golf Equipment-\$2,433.05; Adobe-Computer Program-\$53.24; Adobe-Computer Program-\$31.94; Amazon-Membership-\$13.83; Amazon-Hard Drives-\$1,068.74; Amazon-Beverage Cup Dispenser-\$146.88; Amazon-Office Supplies-\$143.76; Amazon-Books-\$24.42; Amazon-Office Supplies-\$15.96; Amazon-Books-\$70.61; American-NRPA Conference-\$25.00; Amazon-Printer Ribbons-\$43.98; Amazon-Wifi Power Supply-\$13.46; Amazon-

Seed Library Supplies-\$292.37; Amazon-Generator Part-\$128.95; Amazon-Battery For Drill-\$34.99; Amazon-Dvds-\$198.71; Appera-Towels-\$320.37; Arbys-Training Expense-\$7.45; At&T-Cell Phone-\$376.96; At&T-Data-\$446.73; Auto Value-Filters-\$68.29; Autozone-Antifreeze, Wiper Blades-\$101.60; Avera Heart Hospital-Aed For City Hall-\$1,119.00; Avera Sacred-Professional Services-\$29.59; Baker Taylor-Books-\$3,914.42; Barcadia Bar Grill-Travel Expense-\$33.09; Battery Exchange-Equipment Repair-\$65.00; World Herald-Newspaper Subscription-\$311.48; Bizco Technologies-New Cup Holder-\$55.00; Boller Printing-Promotions-\$330.73; Bomgaars-Cemetery Supplies-\$1,419.25; Brenntag Great Lakes-Fluoride-\$60.00; Burger King-Training Expense-\$12.82; Cabana Grille-Travel Expense-\$35.10; Canvas-Advertising-\$6.00; Carus Corporation-Phosphate-\$4,396.65; Cenex-Training Expense-\$43.24; Center Point-Books-\$137.82; Clarks Rentals-Equipment Repairs-\$609.00; Coffee Cup-Fuel-\$66.68; Comfort Suites-SDPRA Conference Hotel-\$694.16; Concrete Materials-Park Supplies-\$420.00; Conoco-Travel Expense-\$45.41; Cowboy-Travel Expense-\$38.42; Cox Auto Supply-Equipment Repair-\$711.82; Crescent Electric-Building Lighting-\$1,452.60; Crossroads Hotel-Conference-\$373.96; Culvers-Training Expense-\$8.27; Dakota Supply-Overload Thermal Relay-\$39.04; Davis Equipment-Equipment Repairs-\$158.06; Dawn Sign Press-Translation Pocket Guide-\$30.65; Dayhuff Enterprises-Supplies-\$421.44; Dog Sport Gear-K9 Equipment-\$62.94; Dollar Tree-Special Events-\$113.04; Dons Sinclair-Fuel-\$48.75; Drifters Bar-Training Expense-\$14.36; Dunhams-Uniforms-\$42.59; Echo Electric-Park Supplies-\$551.00; Ehresmann Engineering-Steel-\$56.18; Embroidery & Screen-Uniforms-\$159.48; Environmental Express-Glucose Glutamic Acid-\$82.71; Envision Ware-Envisionware Software-\$538.85; Facebook-Advertisement-\$7.80; Facebook-Marketing-\$10.00; Fairfield Inn-Travel Expense-\$268.00; Fastenal-Pool Repairs-\$814.19; Fred Haar-Equipment Repair-\$505.23; Fryn Pan-Friends Of The Library-\$11.81; Gerstner Oil-Shop Supplies-\$42.99; Globalindustrial-Floor Scrubber-\$3,060.27; Grainger-Fan Motor-\$308.64; Hach Company-Sensor Cap-\$342.84; Hard Drive Central-Printer Lease-\$50.42; Hard Rock-Travel Expense-\$61.75; Harolds Photo-Dvds-\$34.98; Hartington Tree-Trees-\$589.16; Hobby Lobby-Adult Craft Night-\$131.82; Holiday Inn-Conference-\$992.94; Holiday Inn-NRPA Conference-\$739.44; Holiday Stnstore-Training Expense-\$32.25; Hy Vee-Seed Library-\$49.27; HyVee-Memorial-\$357.93; Imager Software-Office365-\$9,416.40; Indiana Concess-NRPA Conference-\$13.35; Dakota Custom-Deep Tine Green Aeration-\$2,429.93; Intuit-Drug Testing Material-\$383.39; J.J Benjis-Uniform Shirt-\$30.00; J.P. Cooke-Dog Tags-\$136.00; Jacks Uniforms-Postage-\$3.50; James Valley Nursery-Ag Supplies-\$553.70; Jimmy Johns-Meeting Expense-\$119.91; Metrofax-Subscription-\$7.95; Kaiser Refrigeration-Equipment Repair-\$298.90; Koletzky Implement-Hose And Ends-\$31.75; Kopetskys Ace-Stand-Up Heaters-\$1,651.34; Language Line-Translation Service-\$163.49; Lewis And Clark-Dash Program Keys-\$177.03; Locators And Supplies-Locating Supplies-\$146.43; Longs Propane-Propane-\$108.00; Lucys Retired-Travel Expense-\$25.93; Marks Machinery-Equipment Repair-\$263.87; Mcafee-Software-\$95.84; Mead Lumber-Pool Repairs-\$450.77; Menards-Repair Supplies-\$1,355.80; Midamerica Books-Books-\$493.05; Midwest Laboratories-Monthly Wastewater Tests-\$250.84; Miracle Recreation-Morgen Park Swing Set-\$2,347.07; National Audubon-Magazine Subscription-\$20.00; NBS Calibrations-Thermometer Calibration-\$116.00; Nicks Hamburger Shop-SDPRA Conference Lunch-\$12.74; Northtown Automotive-Fuse Block And Battery-\$638.72; Ohare Bar & Grill-Travel Expense-\$36.77; Olsons Pest Technician-Pest Control-\$346.00; One Office Solution-Copier Paper-\$6,952.25; Oreilly Auto-Battery-\$477.98; Overdrive Dist-Ebooks On Overdrive-\$2,044.60; Overhead Door-Sertoma Concess Repairs-\$100.00; Paypal-Toner-\$129.99; Paypal-Subscription-\$35.00; Paypal-Pager Batteries-\$144.00; Paypal-Flash Drives-\$38.99; Leasedequipment-Postage Equipment Lease-\$122.00; Pepsibeverageco-Pop-\$829.46; Pitney Bowes-Postage Supplies-\$164.97; Pizza Hut-Travel Expense-\$13.52; Postage Refill-Postage-\$200.00; Push Pedal Pull-Equipment Repairs-\$300.00; Quill Corporation-Calculator Paper Rolls-\$73.91; Riverside



Hydraulics-Hose And Ends-\$116.92; Rons Auto Glass-Building Repairs-\$331.63; Ruby Tuesday-Conference Exp-\$30.63; Sanitation Products-Rh Dirt Shoe-\$608.56; Sanitation Products-Towbar Bushing-\$40.68; Sears-Stacking Kit-\$29.99; Serpentix-Conveyor Guide Blocks-\$1,226.10; Sheraton Falling Water-Travel Expense-\$59.73; Sheraton Hotels-Travel Expense-\$500.80; Sherwin Williams-Park Supplies-\$119.73; Shurco Outletservice-Power Washer Hose-\$561.00; Sigma Aldrich-Qc Nutrients-\$52.09; Sioux Falls Two Way-Police Car Video Monitor-\$514.47; Sioux Gateway-NRPA Conference-\$68.00; Sirchie Finger Print-Evidence-\$85.78; Smartsign-Signs-\$618.73; South Dakota Historica-Books-\$55.99; Avenue Coffee-Special Events-\$30.00; Indy-NRPA Conference-\$40.25; Superior Tech-Chemicals-\$436.00; Usborne Books-Books-\$173.83; Stalker Radar-Radar Repair-\$60.00; Stan Houston Equip-Repair Parts-\$103.09; State Hygienic Lab-Laboratory Testing-\$5,875.00; Staybridge Suites-Travel Expense-\$3.25; Sturdevants-Shop Supplies-\$103.51; Tabor Lumber-Weed Chemicals-\$1,766.70; Taco Bell-Training Expense-\$5.89; Tavern On South-NRPA Conference Expense-\$29.80; Tessman Company-Chemicals-\$343.00; The Fox Stop-Travel Expense-\$103.38; The Lodge Steakhouse-Conference Expense-\$40.95; The Ups Store-Sample Shipping-\$147.25; TMA Yankton-Tires-\$4,885.67; Tri Tech Software-Fund Reimbursed-\$500.00; Truck Trailer Sales-Filter Kit-\$152.25; Turfwerks Omaha-Equipment Supplies-\$759.54; Unicontrol-Fan Controller-\$81.36; USA Blue Book-Repair Parts-\$425.54; USPS-Certified Mail-\$48.95; Vessco-Gas Trap Orings-\$154.68; Viddler-Video Hosting-\$40.34; VWR International-Lab Supplies-\$1,232.16; Vzwrlls-Internet Access-\$516.12; Walmart-Dvds-\$544.23; Walmart-Program Supplies-\$159.99; Watchguard Video-Bodycam-\$515.00; Wendys-Travel Expense-\$8.02; Westech Engineering-Primary Clarifier Scrape-\$205.67; Wm Supercenter-Office Supplies-\$545.36; Wm Supercenter-Program Supplies-\$9.38; Xtreme Car Wash-K9 Wash-\$11.00; Yankton Area Chamber-State Of The Community-\$45.00; Yankton Medical Clinic-Firefighter Physicals-\$1,565.00; Yankton Winnelson-Park Supplies-\$1,847.16; Yourmember-Job Posting-\$249.00; Zimco Supply Co-Equipment Repairs-\$97.90; Dominos Pizza-Ice Rink Party-\$25.76; R.J. Machine-Tags For Gas Detectors-\$43.50

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

Administration \$39,496.11; Finance \$32,565.14; Community Development \$23,331.54; Police/Dispatch \$166,249.75; Fire \$12,089.70; Engineering/Sr Citizens \$41,246.50; Streets \$44,229.63; Snow & Ice \$48.09; Traffic Control \$3,591.55; Library \$26,882.92; Parks/SAC \$64,253.69; Marne Creek \$13,802.67; Water \$38,367.27; Wastewater \$37,309.57; Cemetery \$3,798.18; Solid Waste \$19,885.49; Landfill \$17,835.13; Golf Course \$17,555.72; Central Garage \$7,361.70.

#### Employee Changes:

New Hires: Oliver Dickman, \$11.00 hr, Library; Lucca Shimanuki, \$9.65 hr, Recreation Department; David Walsh, \$1,324.97 bi-wk, Jt. Powers. Wage Change: Kelli Steffen, \$10.15 hr, Recreation Division. Status Change: Jeremiah Braxton, \$1,260.23 bi-wk, from Temp. Streets to Fulltime Jt. Powers; Cody Steiner \$1,276.12 bi-wk, from Streets to Jt. Powers

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

Dennis Schumacher, a Nebraska citizen, was inquiring about possible changes to the peddlers/solicitors permit process.

Action 18-309

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

1. **Possible Quorum Event**  
December 7, 2018, for City of Yankton Christmas party, no official commission action
2. **Establishing Public Hearing - Gas Franchise**  
Introduction, first reading and establish November 26, 2018 as the second reading of Ordinance No. 1012 regarding Gas Franchise Agreement
3. **Possible Work Session**  
Setting date of November 26, 2018, at 6:00 pm in Room 114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission
4. **Establish public hearing for renewal of Alcoholic Beverage Licenses**  
Establish November 26, 2018, as the date for a public hearing and consideration of the applications for renewal of Alcoholic Beverage Licenses for the 2019 (January 1, 2019, to December 31, 2019) licensing period
5. **Fireworks Request by Holiday Lights Committee**  
Consideration of Memorandum 18-234 regarding request to shoot small fireworks show

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

City Manager Leon presented the survey results from the 2018 City Survey. No official action was taken at this time.

Action 18-310

Moved by Commissioner Gross, seconded by Commissioner Benson, to approve Resolution 18-73. (Memorandum 18-212)

**RESOLUTION 18-73**

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/or construction of specific public outdoor recreation projects;

NOW, THEREFORE BE IT RESOLVED;

1. That Amy Leon is hereby authorized to execute and file an application on behalf of the City of Yankton with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish, and Parks, Division of Parks and Recreation, for an LWCF grant to aid in financing the Westside Park Playground Project for the City of Yankton, South Dakota and its Environs.

2. That Al Viereck, Finance Officer of the City of Yankton is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Yankton shall provide a minimum of 50% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.
4. That the City of Yankton shall dedicate for park and recreation purposes in perpetuity, the real property identified in the authorized application.

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

Action 18-311

This was the time and place to award the bid for a 2019 Chevy Tahoe.

Beck Motors of Pierre, South Dakota has the State bid contract for the proposed vehicle which allows the City to purchase the new vehicle from Beck Motors at the State bid price. The vehicle to be purchased is a 2019 Chevy Tahoe Pursuit Rated in the total amount of \$49,104 including equipment and installation. The 2018 capital vehicle replacement budget is currently \$82,000.

(Memorandum 18-228)

Moved by Commissioner Gross, seconded by Commissioner Carda, to purchase the 2019 Chevy Tahoe from Beck Motors of Pierre, South Dakota from the State bid contract.

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

Action 18-312

Moved by Commissioner Carda, seconded by Commissioner Gross, to adopt Resolution 18-78 and to approve the purchase of two 2020 Ford Interceptor SUVs plus installation in the amount of \$84,000 for the Yankton Police Department, Patrol Division, from Lamb Motor Company of Onida, South Dakota from the State bid contract. (Memorandum 18-230)

**RESOLUTION 18-78**

**WHEREAS**, SDCL 6-13-1 requires a municipality owning personal property which is no longer necessary, useable or suitable for municipal purposes shall, by resolution, declare it surplus and may, by resolution, order the sale, destruction or other disposal of said personal property.

**NOW, THEREFORE, BE IT RESOLVED** that the following personal property be declared no longer necessary or suitable for municipal purposes and said property shall be disposed of in accordance with SDCL 6-13-1, et sequential:

SURPLUS PROPERTY TO BE SOLD OR DESTROYED

2016 Ford Explorer SUV VIN#1FM5K8ARXGGA28963

2016 Ford Explorer SUV VIN# 1FM5K8AR8GGA28962

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

Motion adopted.

Action 18-313

Moved by Commissioner Moser, seconded by Commissioner Miner, to adopt Resolution 18-77.  
(Memorandum 18-226)

**RESOLUTION 18-77**

WHEREAS, the City of Yankton and Yankton County have entered into an agreement for the provision of library services for residents living outside the corporate limits of the city; and,

WHEREAS, the current agreement is slated to expire December 31, 2018; and,

WHEREAS, Yankton County has contracted with the City for library services since 1993; and,

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the Agreement for the Provision of Library Services between the City and Yankton County be extended for the term January 1, 2019, through December 31, 2019.

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

Action 18-314

Moved by Commissioner Carda, seconded by Commissioner Ferdig, to adopt Resolution 18-80.  
(Memorandum 18-232)

**RESOLUTION 18-80**

WHEREAS, it appears from an examination of the plat of Tract 1 and Tract 2 of Lot B of Smith Farming Enterprises, Inc. Subdivision, lying in the NE 1/4 of the NE 1/4 of Section 31, 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.

Action 18-315

Moved by Commissioner Miner, seconded by Commissioner Ferdig, to adopt the Resolution 18-81.  
(Memorandum 18-233)

**RESOLUTION 18-81**

WHEREAS, it appears from an examination of the plat of Lot 70, Crestview Homes Subdivision in the NE 1/4 of Section 21, T93N, R56W of the 5th P.M., Yankton County, South Dakota prepared by John L. Brandt, a registered land surveyor in the state of South Dakota, and

WHEREAS, such plat has been prepared according to law and is consistent with the City's

overall Comprehensive Development Plan.

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

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

Action 18-316

Moved by Commissioner Gross, seconded by Commissioner Benson, to accept the sewer, storm and street improvements for Phase 2A of the Westbrook Estates Residential Subdivision. (Memorandum 18-236)

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

Action 18-317

Moved by Commissioner Carda, seconded by Commissioner Moser, to adopt Resolution 18-72. (Memorandum 18-214)

**RESOLUTION 18-72**

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 Yankton Holiday Festival of Lights committee has made a request to enact this no parking zone for Thursday, November 29, 2018 beginning at 3:00 PM through 9:00 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 on 3<sup>rd</sup> Street from Capitol to Cedar from 3:00 PM through 9:00 PM, on Thursday, November 29, 2018.

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

Action 18-318

This was the time and place to award the Surplus Property Bids. The following bids were opened on November 1<sup>st</sup>, 2018 at 3:00 p.m. (Memorandum 18-231)

**1996 Ford F350 1-Ton Dump Truck, VIN #9080:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Marlon Huber, Yankton, SD</b>	<b>\$4,779.75</b>
Joe Fillaus, Avon, SD	\$2,760.75
Truck Trailer Sales & Service, Yankton, SD	\$2,575.00
Dan Christensen, Mission Hill, SD	\$3,026.00
Bryan Livingston, Yankton, SD	\$1,651.00

Donnie Robinson, Yankton, SD	\$2,251.00
Daryl Krejci, Yankton, SD	\$ 905.50
Michael Lee, Yankton, SD	\$1,025.50
Feimer Construction, Yankton, SD	\$1,535.00
Willard Schmidt, Yankton, SD	\$1,000.00
Duane Schurman, Yankton, SD	\$ 450.00
Larry Olson, Yankton, SD	\$1,377.00

**1999 Chevrolet 8500 Garbage Truck, Model CF7B042, VIN #7327:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Feimer Construction, Yankton, SD</b>	<b>\$1,512.00</b>

**2002 Chevrolet K15 Pickup, VIN #0612:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Skorkpiks, Inc. Tyndall, SD</b>	<b>\$950.00</b>
Greg Gusso, Yankton, SD	\$602.00
Ivan & Arletta Zoss, Yankton, SD	\$210.00
Feimer Construction, Yankton, SD	\$785.00
Duane Schurman, Yankton, SD	\$900.00
Larry Olson, Yankton, SD	\$677.00

**2004 Ford Crown Victoria, VIN #9842:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Bob Ryken, Yankton, SD</b>	<b>\$750.00</b>
Skorpiks, Inc., Tyndall, SD	\$500.00
Donnie Robinson, Yankton, SD	\$500.00
Ivan & Arletta Zoss, Yankton, SD	\$427.00
Feimer Construction, Yankton, SD	\$125.00

**2008 Chevrolet Silverado Pickup, VIN #5861:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Dallas Kendrick, Kadoka, SD</b>	<b>\$4,500.00</b>
Donnie Robinson, Yankton, SD	\$1,502.00
Ivan & Arletta Zoss, Yankton, SD	\$2,017.00
Feimer Construction, Yankton, SD	\$ 455.00
Willard Schmidt, Yankton, SD	\$1,525.00
Brian Carda, Yankton, SD	\$1,001.00
Bob Ryken, Yankton, SD	\$2,850.00
Larry Olson, Yankton, SD	\$1,177.00
Robert Conway, Yankton, SD	\$1,551.00

**2008 Ford F150 4x4 Pickup Truck, VIN #7454:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Larry Olson, Yankton, SD</b>	<b>\$777.00</b>
Feimer Construction, Yankton, SD	\$465.00

**2005 Wilkens/STECO Walking Floor Trailer 8’x48’, VIN #8124:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Skorpiks, Inc. Tyndall, SD</b>	<b>\$2,000.00</b>
Feimer Construction, Yankton, SD	\$350.00

**2001 John Deere Gator 6x4 ATV– VIN #2968:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Ivan &amp; Arletta Zoss, Yankton, SD</b>	<b>\$437.00</b>
Truck Trailer Sales & Service, Yankton, SD	\$208.00
Kevin Wieseler, Hartington, NE	\$236.00
Dan Christensen, Mission Hill, SD	\$205.00
Willard Schmidt, Yankton, SD	\$100.00
Robert Conway, Yankton, SD	\$151.00

**12 Street Sweeping Brooms:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Joe Fillaus, Avon, SD</b>	<b>\$33.60 per broom all (\$403.20)</b>
Bruce Ulmer, Yankton, SD	\$27.00 per broom – all (\$324.00)
Truck Trailer Sales & Service, Yankton, SD	\$19.00 per broom – all (\$228.00)
Willard Schmidt,	\$ 8.33 per broom – all (\$100.00)

**Propane Generator-Onan .5LK-1R/8389-120/240 volts:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Willard Schmidt, Yankton, SD</b>	<b>\$100.00</b>
Feimer Construction, Yankton, SD	\$ 25.00
Robert Conway, Yankton, SD	\$51.00

**Snow Blower-Hub City Model with skid steer attachment:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Donnie Robinson, Yankton, SD</b>	<b>\$402.00</b>

**Assorted Used Tires & Quantities:**

<u>Bidder Name</u>	<u>Bid Price</u>
<b>Ivan &amp; Arletta Zoss, Yankton, SD</b>	<b>\$117.00 (car &amp; pickup tires)</b>
Kevin Kulhavy, Yankton, SD	\$80.00 for all tires
Willard Schmidt, Yankton, SD	\$35.00 for all tires
Skorpiks, Inc. Tyndall, SD	\$7.50 each for 3 Goodyear Eagle RSA P225/60R16; \$50 for remaining tires

NO BIDS WERE RECEIVED ON THE FOLLOWING ITEMS:

Sliding Truck Bed Liner; Table with Metal legs & Formica Top; Desk Hutch; Yellow Metal Cabinet with sliding doors; 2 Framed Picture Prints; 6 Cooper Ballasts; Lithonia lights 120V; Headlight Alignment-Symtech LCA2EZ.

Moved by Commissioner Gross, seconded by Commissioner Moser, to award the bids to the highest bidders; 1996 Ford F350 1-Ton Dump Truck to Marlon Huber of Yankton, SD for \$4,779.75; 1999 Chevrolet 8500 Garbage Truck, Model CF7B042 to Feimer Construction of Yankton, SD for \$1,512.00; 2002 Chevrolet K15 Pickup to Skorpiks, Inc., Tyndall, SD for \$950.00; 2004 Ford Crown Victoria to Bob Ryken of Yankton, SD for \$750.00; 2008 Chevrolet Silverado Pickup to Dallas Kendrick of Kadoka, SD for \$4,500.00; 2008 Ford F150 4x4 Pickup Truck to Larry Olson of Yankton, SD for \$777.00; 2005 Wilkens/STECO Walking Floor Trailer to Skorpiks, Inc. of Tyndall, SD for \$2,000.00; 2001 John Deere Gator 6x4 ATV to Ivan & Arletta Zoss of Yankton, SD for \$437.00; 12 Street Sweeping Brooms to Joe Fillaus of Avon, SD for \$403.20; Propane Generator-Onan .5LK-1R/8389 to Willard Schmidt of Yankton, SD for \$100.00; Hub City Snow Blower to Donnie Robinson of Yankton, SD for \$402.00; Assorted Used Tires to Ivan & Arletta Zoss of Yankton, SD for \$117.00.

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

#### Action 18-319

Moved by Commissioner Carda, seconded by Commissioner Benson, to adopt Resolution 18-79 and to accept the bid from Allegiant Emergency Services, Inc. from their bid to the Aberdeen Rural Fire Protection District as allowed by current South Dakota law in the amount of \$239,208.25.  
(Memorandum 18-225)

#### **RESOLUTION 18-79**

**WHEREAS**, SDCL 6-13-1 requires a municipality owning personal property which is no longer necessary, useable or suitable for municipal purposes shall, by resolution, declare it surplus and may, by resolution, order the sale, destruction or other disposal of said personal property.

**NOW, THEREFORE, BE IT RESOLVED** that the following personal property be declared no longer necessary or suitable for municipal purposes and said property shall be disposed of in accordance with SDCL 6-13-1, et sequential:

#### SURPLUS PROPERTY TO BE SOLD OR DESTROYED

MSA Custom 4500 SCBA; MSA Custom 4500 SCBA; SCBA Cylinders (24); MSA Stealth L-30 (21); SCBA MSA Firehawk (23); SCBA MSA M7 (6); SCBA for Engine 3 (3)

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

#### Action 18-320

Moved by Commissioner Gross, seconded by Commissioner Miner, to approve the Limited Access Easement Agreement on Marne Creek Tract 21. (Memorandum 18-235)

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

#### Action 18-321

Moved by Commissioner Maibaum, seconded by Commissioner Gross, to adjourn into Executive



Session at 7:48 p.m. to discuss **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 Benson, Carda, Ferdig, Gross, Hoffner, Maibaum, Miner and Moser. City Attorney Den Herder and City Manager Leon were also present. Absent: None. Quorum present.

Action 18-322

Moved by Commissioner Moser, seconded by Commissioner Carda, to adjourn at 8:42 p.m.

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

Motion adopted.

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Nathan V Johnson  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS  
YANKTON, SOUTH DAKOTA  
SPECIAL CITY COMMISSION MEETING, 12:00 P.M.  
November 5<sup>th</sup>, 2018**

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

**Roll Call:** Present: Commissioners Benson, Carda, Ferdig, Gross, Hoffner, Maibaum and Moser. City Attorney Den Herder and City Manager Leon were also present. Absent: Commissioner Miner. Quorum present.

There were no public appearances at this time.

Action 18-305

Moved by Commissioner Gross, seconded by Commissioner Hoffner, accepting Referral Petitions of Opt-Out Resolution 16-67 and setting the date of December 11<sup>th</sup>, 2018 as the Special Election Date to decide this matter. (Memorandum 18-229)

**Roll Call:** Commissioners voting "Aye:" Benson, Carda, Ferdig, Gross, Hoffner, Maibaum, Moser and Mayor Johnson; Commissioners voting "Nay:" None.

Motion adopted.

No other business was discussed at this time.

Action 18-306

Moved by Commissioner Moser, seconded by Commissioner Benson, to adjourn at 12:13 p.m.

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

Motion adopted.

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Nathan V Johnson  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

Published November 9<sup>th</sup>, 2018



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## OFFICE OF THE CITY MANAGER

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

VOL. 53, NUMBER 21

### Commission Information Memorandum

The Yankton City Commission meeting on Monday, November 26, 2018, will begin at 7:00 pm.

#### Non-Agenda Items of Interest

##### 1) Community Development Update

The Community Development and Economic Department receives several inquiries a year concerning the placement of pre-built manufactured homes in the City limits. The City of Yankton does allow manufactured homes to be placed in the City provided that they meet the minimum standards of the 2015 International Residential Codes. Several home builders construct houses in factory settings and then transport them. A Governor's Home is an example that meets the criteria of a manufactured home. The Governor's homes are built to the current building codes as adopted by the City and the State of South Dakota. These codes include the International Residential Code, the International Mechanical Code, the National Electrical Code, the Uniform Plumbing Code, and the International Fuel Gas Code. A building permit is needed before bringing a manufactured home into the City and documentation is required to show compliance with all current building codes including qualified third part inspections during construction. The City is not involved in administering covenants and other types of regulatory tools that developers may use in specific subdivisions. In the next CIM, we will discuss the difference between a manufactured home and a mobile home.

##### 2) Finance Department Update

The monthly utility bills were mailed out on November 19 along with the notice of rate increase that took effect November 1. Notices regarding the utility rate change and recycling calendar postcard were included with the utility bills.

Absentee voting for the Aquatic Center Opt Out Election is available beginning November 26 at 8:00 am through Monday, December 10 at 5:00 p.m. at the City Hall Finance Office located at 416 Walnut Street. Vote Centers on Election Day, Tuesday, December 11, will be at City Hall and the North Fire Station #2 located on 23<sup>rd</sup> Street near Douglas Avenue. Poll hours are from 7:00 a.m. to 7:00 p.m.

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

##### 3) Environmental Services Department Update

Water plant construction continues to move forward. John T Jones has completed the precast construction and the roof cap on the treatment plant portion of the project. Precast construction continues on the garage/office section of the project. Equipment and pipe installation continue.

The water department has responded to several frozen water meters with the recent cold weather. Staff would like to remind all customers to protect water lines and meters from freezing temperatures.

SJ Louis continues to work on the Gravity sewer project. The sections of sewer main from the lift station to Archery Lane and Archery Lane are completed and in service. The contractor continues to work east from Archery Lane towards Marsh Road. The City is in the process of negotiating a “stop work order” to be effective when the contractor reaches Marsh Road to prevent any further asphalt removal. Due to the cold conditions the replacement of asphalt is not an option. Liquidated damages would seize at the time of the “stop work order” and begin again in the spring when conditions allow work to proceed.

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

We have hired five new staff members through our last round of interviews. We have hired one full-time staff, three 14-hour positions, and a high school student that will help us with shelving throughout the week. We will be busy training over the next several weeks, but we are excited to be fully staffed and to add these great new members to our team.

On Thursday, November 29, we will be hosting Vermillion author Jerry Wilson for a book talk and a book signing. Then, on Tuesday, December 4, Stacey Kreycik Miller will be joining us to talk about her children’s book and her experiences on the Kreycik Elk and Buffalo Ranch near Niobrara.

We are also busy planning our first-ever children’s winter reading program which will run from December 10 through February 19. Children in fifth grade and under can earn “snowman parts” by reading. The goal is to earn all the pieces to build snowmen that will be on display in our meeting room. At the conclusion of our program in February, participants will be invited to a special party to celebrate. We also plan to have reading challenges for middle-schoolers through adults this winter as well. I am excited to get this started and hoping we get a good response from our readers.

#### **5) Human Resources Department Update**

We are currently advertising to fill two full-time positions. The Fleet Supervisor position is open because of the retirement of Marv Steffen on November 30, 2018. Public Works had a department only retirement recognition for him in October. Jeff Hines, Water Plant Superintendent, has taken a position in Florida and will be leaving us on November 23 so we are advertising to fill this position.

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

The Yankton Fire Department conducted a training burn of a structure on November 15. This training burn concluded the requirements for 4 of our new members to become South Dakota Certified Firefighters. New members Adam King, Sam Harris, Cole Blom and Brook Woehl are now recognized by the State of South Dakota as Certified Firefighters. All new members of YFD must complete this course within 2 years of their membership. The course consists of online and classroom study as well as hands-on practical practice and testing. It is estimated that the course takes 150 to 180 hours to complete. We were also able to assist several other surrounding fire departments to get their members trained and certified. Congratulations to all who completed the course.

The Yankton Fire Department participated in the Pine Street Bridge dedication ceremony by providing a fire truck to make its first trip across the new bridge.

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

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

## **8) Public Works Department Update**

While weather conditions permit, Public Works continues to address fall maintenance items such as asphalt street crack filling, street sweeping, repairing potholes, and tending compost.

### **8<sup>th</sup> Street**

Pavement marking for 8<sup>th</sup> Street was completed on Thursday, November 15<sup>th</sup>. Joint sealing was done the morning of Friday, November 16<sup>th</sup>. The street was open to traffic that afternoon.

There are miscellaneous items, such as retaining walls and driveway approaches, which are left to complete. The contractor will be working to finish these things.

Unfortunately, we were unable to get the asphalt surface on Westside Drive and Park Street. Although there were some warmer days, the air and ground temperatures were not conducive to paving asphalt. Along with that, there were mechanical issues at Concrete Materials, which provides the asphalt to the city. The Street Department will monitor the condition of the base course that was placed in lieu of paving and will maintain it as needed throughout the winter.

### **Walnut Street**

All of the concrete has been placed on this project. Crews will work to saw and widen joints, seal joints and then paint parking stalls and other pavement markings. This is all expected to happen the week of November 19<sup>th</sup>. The landscape and electrical contractors will continue to work on their portions of the project.

### **Broadway Avenue/Highway 81 Sidewalk**

The contractor has started the installation of the sidewalk along Broadway Avenue. If the weather cooperates, they intend on having this done in 3-4 days.

### **Pine Street Bridge**

The Pine Street Bridge project is complete. The bridge and trail are open to regular traffic. Staff continues to work on interpretive signage, which will be installed later.

### **2019 Projects**

The Engineering Department has already surveyed the projects proposed for construction in 2019. Once the 2018 projects are completed and in the books, staff will concentrate on the 2019 design work.

## **9) Police Department Update**

Officer Dylan Wilson graduated on November 16, 2018 from the South Dakota Law Enforcement Training Center and is now a certified police officer. Officer Wilson was also presented with the Coler-Williams Award, which is the most distinguished award presented at the academy. The award is based upon academics, leadership and general conduct while attending the academy.

Lt. Brandt spoke to the Yankton Morning Optimist Club on November 12, regarding police officers safety equipment and body cameras.

Lt. Burgeson presented the Active Shooter Training to the Services Center Federal Credit Union. Det. Joe Erickson took part as a panelist at a Community Awareness Event held at the Trinity Lutheran Church. The seminar was related to substance abuse in our community and what is being done to combat the problem.

Lt. Burgeson presented at the Crisis Intervention Training held at the Brookings Police Department.

The Yankton Police Department will be holding their annual Kids, Cops, and Christmas on December 22<sup>nd</sup>. The Yankton Police Department has worked together with the Yankton County Sheriff's Office, South Dakota Highway Patrol, and the South Dakota Game, Fish, and Parks in making a unique shopping experience with children. The Police Department is currently looking for children within the county of Yankton who may benefit from this program. Please contact Yankton Police Officer Jeremy Olson at (605)668-5210 or [jolson@cityofyankton.org](mailto:jolson@cityofyankton.org)

This year some of the Yankton Police Department Officers are participating in "No Shave November", and donating money for the event. If anyone would like to donate funds to the program, they may contact Officer Olson, or an account has been set up at First Dakota National Bank.

**10) Monthly reports**

Joint Powers Solid Waste, Yankton Police Department and Fox Run Golf Course monthly reports are included for your review. Minutes from the Golf Advisory Board and Airport Advisory Board are also included.

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

Sincerely,

Amy Leon  
City Manager

## FINANCE MONTHLY REPORT

Activity	OCT 2018	OCT 2017	OCT 2018 YTD	OCT 2017 YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in gallons per 1,000)	64,810	63,052	568,004	645,946
Water Billed	\$550,694.95	\$505,621.44	\$5,001,554.55	\$5,112,287.55
Basic Water Fee/Rate per 1000 gal.	\$21.71/\$5.55	\$18.81/\$5.39		
Number of Accounts Billed	5,532	5,528	53,745	53,537
Number of Bills Mailed	5,532	5,528	53,745	53,537
Total Meters Read	5,712	5,660	56,888	56,375
Meter Changes/pulled	1	4	41	30
Total Days Meter Reading	1	1	10	10
Misreads found prior to billing	-	-	-	-
Customers requesting Rereads	-	-	-	2
<b>Sewer</b>				
Sewer Billed	\$314,524.89	\$317,017.78	\$3,110,042.47	\$3,033,310.51
Basic Sewer Fee/Rate per 1000 gal.	\$9.69/\$5.87	\$9.23/\$5.59		
<b>Solid Waste</b>				
Solid Waste Billed	\$99,801.66	\$96,243.36	\$989,907.44	\$956,578.46
Basic Solid Waste Fee	\$20.79	\$20.18		
<b>Total Utility Billing:</b>	<b>\$965,021.50</b>	<b>\$918,882.58</b>	<b>\$9,101,504.46</b>	<b>\$9,102,176.52</b>
Adjustment Total:	(\$174.54)	(\$434.95)	\$5,471.99	(\$6,132.70)
Misread Adjustments	\$0.00	\$0.00	\$6,874.84	\$0.00
Other Adjustments	\$75.46	(\$264.95)	(\$222.85)	(\$4,722.70)
Penalty Adjustments OFF	(\$250.00)	(\$190.00)	(\$1,220.00)	(\$1,480.00)
Penalty Adjustments ON	\$0.00	\$20.00	\$40.00	\$70.00
New Accounts/Connects	55	62	739	861
Accounts Finaled/Disconnects	143	138	879	696
New Accounts Set up	5	2	62	56
Delinquent Notices	444	410	3,954	3,759
Doorknockers	158	128	1,524	1,330
Delinquent Call List	71	84	842	822
Notice of Termination Letters	23	15	112	121
Shut-off for Non-payment	13	6	65	60
Delinquent Notice Penalties	\$4,440.00	\$4,100.00	\$39,540.00	\$37,590.00
Doorknocker Penalties	\$1,580.00	\$1,280.00	\$15,240.00	\$13,300.00
<b>Other Office Functions:</b>				
Interest Income	\$72,975.62	\$32,140.09	\$612,532.33	\$292,677.52
Interest Rate-Checking Account	2.56%	1.49%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	165	145		
Payments Issued to Vendors	\$ 4,244,901.28	\$ 2,643,037.68	\$ 27,225,182.44	\$ 21,630,632.68
# of Employees on Payroll	223	218		
Monthly Payroll	\$ 420,784.16	\$ 398,430.69	\$ 4,728,998.03	\$ 4,482,372.92

	01Oct2018 31Oct2018	01Oct2017 31Oct2017	YTD 2018	YTD 2017
101 General Fund				
Revenues	1,122,146.45	1,105,197.17	8,886,573.94	8,658,766.80
Expenditures	717,892.34	613,068.51	6,794,020.25	7,049,245.79
201 Parks				
Revenues	6,474.93	10,270.54	52,123.01	74,349.90
Expenditures	92,122.89	89,478.99	901,831.21	1,075,742.65
202 Memorial Pool				
Revenues	83.87	26,664.49	60,747.25	59,903.07
Expenditures	9,069.78	21,782.42	166,360.91	183,819.18
203 Summit Activity Center				
Revenues	32,626.13	16,220.82	374,932.95	371,936.69
Expenditures	39,740.39	37,972.14	585,855.89	579,876.55
204 Marne Creek				
Revenues	114.02	121.15	953.20	817.65
Expenditures	20,044.51	5,545.27	91,106.10	114,735.21
205 Casualty Reserve				
Revenues	108.48	81.95	965.56	585.60
Expenditures		3,000.00		3,000.00
207 Bridge and Street				
Revenues	.70	43.82	3.73	11,006.63
Expenditures	928.79		928.79	61,280.54
211 Lodging Sales Tax				
Revenues	102,805.81	110,505.52	566,079.08	504,821.14
Expenditures	2,894.00	500.00	389,042.13	424,646.98
241 Infrastructure Improvement				
Revenue	2,035.36	478.54	66,839.87	103,118.20
Expenditures				
501-504 Improvements/Capital				
Revenues	4,103.25		4,939.32	7,531.53
Expenditures			5,927.00	83,996.02
506 Special Capital Improvements				
Revenues	656,601.88	620,551.84	4,591,588.57	3,073,765.22
Expenditures	1,501,857.00	350,543.09	5,376,915.86	1,736,709.99
509 TID #2 Morgan Square				
Revenues			24,134.86	25,196.59
Expenditures			23,823.78	25,196.59
510 TID #5 Menards				
Revenues			74,582.41	79,435.96
Expenditures				
511 TID #6 Westbrook Estates				
Revenues	899.08	190.02	99,466.48	20,637.63
Expenditures			94,746.41	
601-604 Water				
Revenues	588,896.42	528,168.96	19,213,797.57	6,569,477.32
Expenditures	2,051,423.95	1,737,938.26	11,920,090.10	8,466,204.54
611 Wastewater				
Revenues	319,561.93	317,764.77	3,909,522.97	3,679,620.19
Expenditures	184,260.75	160,356.49	3,301,171.75	4,200,073.47
621 Cemetery				
Revenues	3,931.93	1,486.50	25,248.04	30,555.13
Expenditures	45,046.06	6,522.29	112,057.59	77,589.50
631 Solid Waste Collection				
Revenues	96,144.13	91,603.25	1,663,923.98	919,076.82
Expenditures	127,798.00	59,875.54	1,002,964.36	1,500,061.54



CITY OF YANKTON  
Revenues and Expenditures

	01Oct2018 31Oct2018	01Oct2017 31Oct2017	YTD 2018	YTD 2017
637 Joint Powers Landfill				
Revenues	121,622.10	110,600.71	1,107,078.86	1,473,673.03
Expenditures	128,363.74	102,928.88	1,323,067.99	1,079,699.05
641 Fox Run Golf Course				
Revenues	29,654.06	89,487.48	649,649.85	741,060.66
Expenditures	63,029.07	125,014.29	829,736.76	855,725.63

Commission Information Memorandum

PARKS, RECREATION, AND CITY EVENTS DEPARTMENT

**SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS**

1st - half of November information:

Fitness Classes-	
Early Bird Boot Camp class	38 participants
Power Abs	68 participants
Prime Time Senior class	61 participants
Tabata class	93 participants
Water aerobics	0 participants
Work-Out Express class	77 participants
Yoga classes	104 participants
Zumba class	31 participants
Booty Blaster class	Class will resume in the winter

Rentals-	
o Birthday rentals-	0 parties
o SAC courts-	11.5 hours
o Theater-	8 hours
o Meeting rooms-	20 hours
o City Hall courts-	6 hours
o Capital Building-	2 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rental

SAC members-	2,190 people
SAC memberships-	1,060
SAC attendance-	2,661 visits
New members-	36 people

Through November 30, the pool area is closed for installation of the new HVAC unit, replacement of broken tiles and new grout for the pool vessel, and to have the main doors into the pool area replaced.

Friday, November 2- Men's Basketball Registrations due. 14 teams have registered.

Brittany LaCroix has been meeting with Jessica Scott, part-time downtown coordinator, in regards to Downtown Events to plan for Holiday Festival of Lights.

Todd met with Eric Ambrosion, from the District III office, to begin master planning for Westside Park and also The Lawn at the Plaza. Public meetings will be needed to gather input from the public.

**PARKS**

A new swing set, two-bay with two swings in each bay, has been donated to the City for Morgen Park. The funds (\$1,999.07) were raised by Larry Nickels. The play area will see a reduction from three sand diggers down to one sand digger. The sand fall material has been removed and wood chips have been installed under the entire play area. The one remaining sand digger will have its own sand pit. Work is proceeding at Morgen Park on this project and the new swings are scheduled to arrive by Monday, November 19.

P&R Department CIM

Page 1 of 2

The Keep His Smile Alive Foundation will be donating the funds to cover expenses for placing concrete pads underneath the new benches in Ridgeway Park, Augusta Park, and Riverside Park, in the amount of \$2,250.

The parks staff have been winterizing facilities and equipment.

The parks staff have placed the holiday snowflakes, holiday banners, and the garland with bows in the downtown area and along Broadway.

Joint Powers Solid Waste Authority  
Financial Report Thru October 31, 2018

Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2018 Budget
<b>Joint Power Transfer/Landfill</b>					
<i>Total Revenue</i>	\$1,099,205.39	\$803,011.48	\$1,902,216.87	\$1,562,800.00	\$1,880,360.00
<i>Expenses:</i>					
Personal Services	239,148.26	239,453.45	478,601.71	564,744.17	677,693.00
Operating Expenses	228,937.14	309,763.04	538,700.18	631,060.00	757,272.00
Depreciation (est)	160,799.47	264,522.06	425,321.53	333,714.17	400,457.00
Trench Depletion	0.00	133,177.09	133,177.09	173,223.33	207,868.00
Closure/Postclosure Resrv	0.00	7,607.58	7,607.58	7,184.17	8,621.00
Amortization of Permit	0.00	996.59	996.59	941.67	1,130.00
<i>Total Operating Expenses</i>	628,884.87	955,519.81	1,584,404.68	1,710,867.50	2,053,041.00
<i>Non Operating Expense-Interest</i>	(9,237.04)	35,078.63	25,841.59	99,900.83	119,881.00
<i>Landfill Operating Income</i>	479,557.56	(187,586.96)	291,970.60	(247,968.33)	(292,562.00)
<b>Joint Recycling Center</b>					
<i>Total Revenue</i>	0.00	102,469.00	102,469.00	190,212.50	228,255.00
<i>Expenses:</i>					
Personal Services	0.00	193,753.15	193,753.15	183,620.83	220,345.00
Operating Expenses	0.00	61,992.03	61,992.03	97,666.67	117,200.00
Depreciation (est)	0.00	26,747.94	26,747.94	63,330.83	75,997.00
<i>Total Operating Expenses</i>	0.00	282,493.12	282,493.12	344,618.33	413,542.00
<i>Non Operating Expense-Interest</i>	(9,237.04)	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	9,237.04	(180,024.12)	(180,024.12)	(154,405.83)	(185,287.00)
<i>Total Operating Income</i>	\$488,794.60	(\$367,611.08)	\$111,946.48	(\$402,374.17)	(\$477,849.00)
<b>Tonage in Trench:</b>	<u>10/31/2017</u>	<u>10/31/2018</u>			
Asbestos	43.03	69.63	69.63	41.67	50.00
Centerville	202.22	205.97	205.97	233.33	280.00
Beresford	1,125.14	1,186.58	1,186.58	1,187.50	1,425.00
Clay County Garbage	11,748.63	12,148.27	12,148.27	11,083.33	13,300.00
Elk Point	878.21	885.82	885.82	941.67	1,130.00
Yankton County Garbage	19,537.86	20,083.66	20,083.66	19,166.67	23,000.00
<i>Total Tonage in Trench</i>	33,535.09	34,579.93	34,579.93	32,654.17	39,185.00
Operating Cost per ton			<u>\$45.82</u>	<u>\$55.45</u>	<u>\$55.45</u>

This report is based on the following:

Revenue accrual thru October 31, 2018

Expenses cash thru October 31, 2018 with November's Bills

Joint Powers Solid Waste Authority  
Financial Report Thru October 31, 2018

Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2018 Budget
<b>Source of Funds</b>					
<i>Beginning Balance</i>	\$667,904.00	\$1,049,572.00	\$1,717,476.00	\$1,717,476.00	\$1,717,476.00
<i>Operating Revenue:</i>					
Net Income	488,794.60	(367,611.08)	121,183.52	(398,207.50)	(477,849.00)
Depreciation	160,799.47	291,270.00	452,069.47	397,045.00	476,454.00
Trench Depletion	0.00	133,177.09	133,177.09	173,223.33	207,868.00
Amortization of Permit	0.00	996.59	996.59	941.67	1,130.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	3,130.00	3,130.00	0.00	0.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	0.00	0.00	0.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	7,873.47	16,643.24	24,516.71	6,500.00	7,800.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(672,012.72)	672,012.72	0.00	93,351.67	112,022.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>653,358.82</u>	<u>1,799,190.56</u>	<u>2,452,549.38</u>	<u>1,990,330.17</u>	<u>2,044,901.00</u>
<b>Application of Funds Available</b>					
<i>Joint Power Transfer/Landfill</i>					
Equipment	65,002.20	0.00	65,002.20	285,000.00	342,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	7,607.58	7,607.58	7,184.17	8,621.00
<i>Joint Recycling Center</i>					
Equipment	0.00	20,800.00	20,800.00	129,166.67	155,000.00
<i>Payment Principal</i>	63,738.58	72,752.72	136,491.30	198,320.83	237,985.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>128,740.78</u>	<u>101,160.30</u>	<u>229,901.08</u>	<u>619,671.67</u>	<u>743,606.00</u>
<i>Ending Balance</i>	<u>\$524,618.04</u>	<u>\$1,698,030.26</u>	<u>\$2,222,648.30</u>	<u>\$1,370,658.50</u>	<u>\$1,301,295.00</u>

<b>Joint Power Transfer/Landfill Description</b>	<b>Yankton Transfer</b>	<b>Vermillion Landfill</b>	<b>Total Joint</b>	<b>10 Month Budget</b>	<b>Legal 2018 Budget</b>
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$4,526.09	\$4,526.09	\$2,916.67	\$3,500.00
Elk Point	0.00	41,574.83	41,574.83	43,787.50	\$52,545.00
Centerville	0.00	9,671.88	9,671.88	10,850.00	13,020.00
Beresford	0.00	55,710.99	55,710.99	55,250.00	66,300.00
Clay County Garbage	0.00	596,701.37	596,701.37	552,875.00	663,450.00
Compost-Yd Waste-Wood	0.00	9,298.22	9,298.22	4,166.67	5,000.00
Contaminated Soil	0.00	66,293.36	66,293.36	3,333.33	4,000.00
White Goods	0.00	5,997.18	5,997.18	4,166.67	5,000.00
Tires	0.00	2,985.40	2,985.40	3,333.33	4,000.00
Electronics	0.00	4,772.60	4,772.60	4,166.67	5,000.00
Other Revenue	2,866.90	5,479.56	8,346.46	16,750.00	20,100.00
Less Recycling Tipping Fee	0.00	0.00	0.00	(97,129.17)	(116,555.00)
Cash long	(14.83)	0.00	(14.83)	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	35,217.34	0.00	35,217.34	43,333.33	52,000.00
Transfer Fees	1,057,998.22	0.00	1,057,998.22	915,000.00	1,098,000.00
Metal	2,028.56	0.00	2,028.56	0.00	5,000.00
Other Operational - Solid Waste	1,109.20	0.00	1,109.20	0.00	0.00
<b>Total Revenue</b>	<b>1,099,205.39</b>	<b>803,011.48</b>	<b>1,902,216.87</b>	<b>1,562,800.00</b>	<b>1,880,360.00</b>
<i>Expenses: (cash)</i>					
Personal Services	239,148.26	239,453.45	478,601.71	564,744.17	677,693.00
Insurance	17,680.50	6,714.64	24,395.14	22,547.50	27,057.00
Professional Service/Fees	7,904.43	67,002.35	74,906.78	60,000.00	72,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	0.00	0.00
State Fees	0.00	34,579.93	34,579.93	32,500.00	39,000.00
Professional - Legal/Audit	2,679.30	0.00	2,679.30	1,041.67	1,250.00
Publishing & Advertising	1,076.92	1,977.11	3,054.03	1,500.00	1,800.00
Rental	0.00	0.00	0.00	416.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	1,821.94	54,283.85	56,105.79	46,666.67	56,000.00
Motor vehicle repair	13,757.30	4,211.77	17,969.07	19,583.33	23,500.00
Vehicle fuel & maintenance	113,276.21	38,447.98	151,724.19	195,000.00	234,000.00
Equip, Mat'l & Labor	42,539.97	0.00	42,539.97	10,000.00	12,000.00
Building repair	1,929.09	1,764.60	3,693.69	20,000.00	24,000.00
Facility repair & maintenance	0.00	4,726.85	4,726.85	29,166.67	35,000.00
Postage	436.92	5.19	442.11	625.00	750.00
Office supplies	1,603.88	1,537.93	3,141.81	2,666.67	3,200.00
Copy supplies	83.97	4.97	88.94	312.50	375.00
Uniforms	63.92	3,722.59	3,786.51	3,916.67	4,700.00
Small Tools & Hardware	188.79	0.00	188.79	208.33	250.00
Travel & Training	0.00	2,426.41	2,426.41	3,750.00	4,500.00
Operating supply	1,453.05	62,047.33	63,500.38	123,000.00	147,600.00
Electricity	7,162.79	13,798.37	20,961.16	25,166.67	30,200.00
Heating Fuel - Gas	11,328.88	10,400.07	21,728.95	26,666.67	32,000.00
Water	1,843.20	503.70	2,346.90	2,500.00	3,000.00
WW service	992.12	0.00	992.12	1,083.33	1,300.00
Landfill	207.90	0.00	207.90	166.67	200.00
Telephone	906.06	1,607.40	2,513.46	2,575.00	3,090.00
Depreciation (est)	160,799.47	264,522.06	425,321.53	333,714.17	400,457.00
Trench Depletion		133,177.09	133,177.09	173,223.33	207,868.00
Closure/Postclosure Resrv		7,607.58	7,607.58	7,184.17	8,621.00
Amortization of Permit		996.59	996.59	941.67	1,130.00
<b>Total Op Expenses</b>	<b>628,884.87</b>	<b>955,519.81</b>	<b>1,584,404.68</b>	<b>1,710,867.50</b>	<b>2,053,041.00</b>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2018 Budget
<i>Non Operating Expense-Interest</i>	(9,237.04)	35,078.63	25,841.59	99,900.83	119,881.00
<i>Operating Income (Loss)</i>	\$479,557.56	(\$187,586.96)	\$291,970.60	(\$247,968.33)	(\$292,562.00)
<i>Capital:</i>					
Capital Outlay	\$65,002.20	\$0.00	\$65,002.20	\$285,000.00	\$342,000.00
Landfill Development	0.00	0.00	0.00	211,666.67	\$254,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$65,002.20	\$0.00	\$65,002.20	\$496,666.67	\$596,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$672,012.72)	\$672,012.72	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		69.63	69.63	41.67	50.00
Beresford		1,186.58	1,186.58	1,187.50	1,425.00
Centerville Garbage		205.97	205.97	233.33	280.00
Clay County Garbage		12,148.27	12,148.27	11,083.33	13,300.00
Elk Point		885.82	885.82	941.67	1,130.00
Yankton County Garbage		20,083.66	20,083.66	19,166.67	23,000.00
<i>Total Tonage in Trench</i>		34,579.93	34,579.93	32,654.17	39,185.00
Operating Cost per ton			\$45.82	\$55.45	\$55.45

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	10 Month Budget	Legal 2018 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	97,129.17	116,555.00
Magazines	0.00	1,418.18	1,418.18	2,500.00	3,000.00
Metal/Tin	0.00	(593.00)	(593.00)	1,000.00	1,200.00
Plastic	0.00	8,276.28	8,276.28	12,500.00	15,000.00
Aluminum	0.00	14,439.10	14,439.10	11,666.67	14,000.00
Newsprint	0.00	6,592.44	6,592.44	10,000.00	12,000.00
Cardboard	0.00	43,139.25	43,139.25	37,500.00	45,000.00
High Grade Paper	0.00	11,808.75	11,808.75	4,166.67	5,000.00
Other Material	0.00	17,388.00	17,388.00	6,666.67	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	7,083.33	8,500.00
<b>Total Revenue</b>	<b>0.00</b>	<b>102,469.00</b>	<b>102,469.00</b>	<b>190,212.50</b>	<b>228,255.00</b>
<i>Expenses:</i>					
Personal Services	0.00	193,753.15	193,753.15	183,620.83	220,345.00
Insurance	0.00	1,723.73	1,723.73	2,083.33	2,500.00
Professional Service/Fees	0.00	106.00	106.00	15,000.00	18,000.00
Hazardous Waste Collection	0.00	1,396.72	1,396.72	28,333.33	34,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	908.58	908.58	1,666.67	2,000.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	7,989.95	7,989.95	8,958.33	10,750.00
Vehicle repair & maintenance	0.00	915.93	915.93	625.00	750.00
Vehicle fuel	0.00	3,707.14	3,707.14	4,166.67	5,000.00
Building repair & maintenance	0.00	3,022.85	3,022.85	2,500.00	3,000.00
Postage	0.00	1.30	1.30	541.67	650.00
Freight	0.00	14,164.80	14,164.80	1,666.67	2,000.00
Office supplies	0.00	703.68	703.68	833.33	1,000.00
Uniforms	0.00	233.04	233.04	416.67	500.00
Materials Purchases	0.00	4,456.50	4,456.50	3,750.00	4,500.00
Travel & Training	0.00	2,012.20	2,012.20	1,250.00	1,500.00
Operating Supplies	0.00	3,733.30	3,733.30	8,333.33	10,000.00
Copy Supply	0.00	5.08	5.08	291.67	350.00
Electricity	0.00	5,175.70	5,175.70	5,416.67	6,500.00
Heating Fuel-Gas	0.00	2,991.27	2,991.27	3,750.00	4,500.00
Water	0.00	427.53	427.53	541.67	650.00
WW service	0.00	1,004.10	1,004.10	1,000.00	1,200.00
Telephone	0.00	814.71	814.71	708.33	850.00
Revenue Sharing	0.00	6,497.92	6,497.92	5,833.33	7,000.00
Transportation to Vermillion	0.00	0.00	0.00	0.00	0.00
Processing Recyclables	0.00	0.00	0.00	0.00	0.00
Depreciation (est)	0.00	26,747.94	26,747.94	63,330.83	75,997.00
<b>Total Op Expenses</b>	<b>0.00</b>	<b>282,493.12</b>	<b>282,493.12</b>	<b>344,618.33</b>	<b>413,542.00</b>
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<b>Operating Income (Loss)</b>	<b>\$0.00</b>	<b>(\$180,024.12)</b>	<b>(\$180,024.12)</b>	<b>(\$154,405.83)</b>	<b>(\$185,287.00)</b>
<b>Capital Outlay</b>	<b>\$0.00</b>	<b>\$20,800.00</b>	<b>\$20,800.00</b>	<b>\$129,166.67</b>	<b>\$155,000.00</b>
<b>Grant Reimbursement/Donations</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Cash Flow Transfer</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

This report is based on the following:

Revenue accrual thru October 31, 2018

Expenses cash thru October 31, 2018 with November's Bills



2018 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	16,041.14	(32,788.43)	(16,747.29)	2,696.97	53.89	0.00	(27,733.35)	(27,733.35)	16,041.14	(60,521.78)	(44,480.64)
February	6,325.01	(39,330.29)	(33,005.28)	2,317.61	63.58	0.00	(11,367.08)	(11,367.08)	6,325.01	(50,697.37)	(44,372.36)
Subtotal	22,366.15	(72,118.72)	(49,752.57)	5,014.58	58.37	0.00	(39,100.43)	(39,100.43)	22,366.15	(111,219.15)	(88,853.00)
March	43,806.85	(31,655.77)	12,151.08	2,870.30	51.00	0.00	(14,720.58)	(14,720.58)	43,806.85	(46,376.35)	(2,569.50)
Subtotal	66,173.00	(103,774.49)	(37,601.49)	7,884.88	55.69	0.00	(53,821.01)	(53,821.01)	66,173.00	(157,595.50)	(91,422.50)
April	49,973.11	(27,616.80)	22,356.31	3,519.39	46.68	0.00	(19,972.52)	(19,972.52)	49,973.11	(47,589.32)	2,383.79
Subtotal	116,146.11	(131,391.29)	(15,245.18)	11,404.27	53.23	0.00	(73,793.53)	(73,793.53)	116,146.11	(205,184.82)	(89,038.71)
May	67,659.98	4,508.29	72,168.27	4,081.03	35.51	0.00	(20,031.38)	(20,031.38)	67,659.98	(15,523.09)	52,136.89
Subtotal	183,806.09	(126,883.00)	56,923.09	15,485.30	48.56	0.00	(93,824.91)	(93,824.91)	183,806.09	(220,707.91)	(36,901.82)
June	54,839.64	(31,103.52)	23,736.12	3,745.78	48.39	0.00	(21,365.79)	(21,365.79)	54,839.64	(52,469.31)	2,370.33
Subtotal	238,645.73	(157,986.52)	80,659.21	19,231.08	48.53	0.00	(115,190.70)	(115,190.70)	238,645.73	(273,177.22)	(34,531.49)
July	54,781.27	(10,328.56)	44,452.71	3,934.18	44.58	0.00	(22,798.63)	(22,798.63)	54,781.27	(33,127.19)	21,654.08
Subtotal	293,427.00	(168,315.08)	125,111.92	23,165.26	47.86	0.00	(137,989.33)	(137,989.33)	293,427.00	(306,304.41)	(12,877.41)
August	64,429.06	12,952.41	77,381.47	4,093.05	40.27	0.00	(5,679.51)	(5,679.51)	64,429.06	7,272.90	71,701.96
Subtotal	357,856.06	(155,362.67)	202,493.39	27,258.31	46.72	0.00	(143,668.84)	(143,668.84)	357,856.06	(299,031.51)	58,824.55
September	55,163.66	11,499.43	66,663.09	3,553.92	42.36	0.00	(18,420.80)	(18,420.80)	55,163.66	(6,921.37)	48,242.29
Subtotal	413,019.72	(143,863.24)	269,156.48	30,812.23	46.22	0.00	(162,089.64)	(162,089.64)	413,019.72	(305,952.88)	107,066.84
October	56,854.21	(8,645.09)	48,209.12	3,767.70	42.56	0.00	(17,934.48)	(17,934.48)	56,854.21	(26,579.57)	30,274.64
Subtotal	469,873.93	(152,508.33)	317,365.60	34,579.93	45.82	0.00	(180,024.12)	(180,024.12)	469,873.93	(332,532.45)	137,341.48

11/1/2018

City of Yankton Transfer Station  
Recap of Customer Tonnage

Date	City	Licensed Haulers						Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Fischer (590)	Independence (627)	Loren Fischer (648)	Kortan (673)			
January 2017	227.38	502.19	367.33	35.07	0.00	65.26	7.51	977.36	273.30	1,478.04
February 2017	202.70	484.93	336.77	29.14	0.00	59.30	11.20	921.34	288.46	1,412.50
March 2017	237.30	616.06	434.47	12.48	0.00	63.43	11.30	1,137.74	417.16	1,792.20
April 2017	227.30	591.85	486.98	0.00	0.00	64.29	13.47	1,156.59	771.69	2,155.58
May 2017	252.91	693.56	536.92	0.00	0.00	75.06	7.97	1,313.51	465.54	2,031.96
June 2017	239.77	701.18	649.20	0.00	0.00	85.82	18.33	1,454.53	483.34	2,177.64
July 2017	235.82	669.19	465.38	0.00	0.00	84.20	12.77	1,231.54	509.76	1,977.12
August 2017	270.08	737.19	577.34	0.00	0.00	85.68	13.52	1,413.73	498.79	2,182.60
September 2017	235.66	641.84	464.10	0.00	0.00	83.83	18.47	1,208.24	529.19	1,973.09
October 2017	237.61	699.36	554.25	0.00	19.20	81.27	18.07	1,372.15	398.57	2,008.33
November 2017	249.77	615.69	457.07	0.00	1.69	110.42	17.48	1,202.35	400.12	1,852.24
December 2017	225.56	519.09	483.74	0.00	0.00	91.53	14.08	1,108.44	357.59	1,691.59
2017 Total	2,841.86	7,472.13	5,813.55	76.69	20.89	950.09	164.17	14,497.52	5,393.51	22,732.89
January 2018	239.65	530.30	436.12	0.00	0.00	81.67	7.84	1,055.93	252.70	1,548.28
February 2018	181.66	488.25	370.51	0.00	0.00	77.18	10.55	946.49	234.16	1,362.31
March 2018	227.12	601.25	477.74	0.00	0.00	83.07	7.49	1,169.55	415.05	1,811.72
April 2018	227.43	561.75	490.33	0.00	0.00	94.10	9.61	1,155.79	613.24	1,996.46
May 2018	273.68	715.67	609.17	0.00	0.00	72.24	8.68	1,405.76	466.41	2,145.85
June 2018	247.08	678.97	575.57	0.00	0.00	95.46	11.05	1,361.05	599.25	2,207.38
July 2018	272.18	733.32	567.02	0.00	0.00	94.97	15.23	1,410.54	626.27	2,308.99
August 2018	282.50	706.92	596.38	0.00	0.00	109.81	14.84	1,427.95	523.76	2,234.21
September 2018	236.77	612.38	522.99	0.00	0.00	74.52	14.76	1,224.65	581.55	2,042.97
October 2018	257.08	670.47	558.52	0.00	0.00	89.01	13.71	1,331.71	518.12	2,106.91
2018 Total	2,445.15	6,299.28	5,204.35	0.00	0.00	872.03	113.76	12,489.42	4,830.51	19,765.08



	<b>GENERAL SUMMARY</b>			
	<b>THIS MONTH</b>		<b>Year To Date</b>	
	<b>This Year</b>	<b>Last Year</b>	<b>This Year</b>	<b>Last Year</b>
<b>POLICE INCIDENTS</b>	<b>886</b>	<b>764</b>	<b>8504</b>	<b>7694</b>
<b>SHERIFF INCIDENTS</b>	<b>145</b>	<b>177</b>	<b>1548</b>	<b>1359</b>
<b>AMBULANCE CALLS (YPD)</b>	<b>28</b>	<b>20</b>	<b>253</b>	<b>237</b>
<b>FIRE / HAZMAT CALLS</b>	<b>2</b>	<b>4</b>	<b>42</b>	<b>49</b>
<b>FOREIGN AID CALLS</b>	<b>27</b>	<b>13</b>	<b>240</b>	<b>138</b>
<b>ALARMS</b>	<b>14</b>	<b>29</b>	<b>162</b>	<b>168</b>
<b>ANIMAL CALLS/COMPLAINTS</b>	<b>74</b>	<b>95</b>	<b>726</b>	<b>944</b>
<b>ANIMALS CLAIMED OR IMPOUNDED (HHS)</b>	<b>13</b>	<b>35</b>	<b>130</b>	<b>178</b>
<b>ANIMALS DISPOSED</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>18</b>

	<b>ACCIDENT SUMMARY</b>			
	<b>THIS MONTH</b>		<b>Year To Date</b>	
	<b>This Year</b>	<b>Last Year</b>	<b>This Year</b>	<b>Last Year</b>
<b>STATE REPORTABLE</b>	<b>21</b>	<b>13</b>	<b>148</b>	<b>151</b>
<b>NON REPORTABLE AND HIT &amp; RUN</b>	<b>26</b>	<b>28</b>	<b>314</b>	<b>302</b>
<b>SIGNAL 1 INJURY</b>	<b>7</b>	<b>6</b>	<b>43</b>	<b>44</b>
<b># PERSONS INJURED</b>	<b>5</b>	<b>6</b>	<b>42</b>	<b>39</b>
<b>FATALITIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PEDESTRIAN ACCIDENT</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>

October 2018 YPD Citations

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
<b>DUI</b>	<b>12</b>	<b>9</b>	<b>108</b>	<b>133</b>
<b>DRIVING UNDER REVOCATION</b>	<b>2</b>	<b>4</b>	<b>52</b>	<b>68</b>
<b>SUSPENDED, EXPIRED OR UNLICENSED DRIVER</b>	<b>10</b>	<b>10</b>	<b>137</b>	<b>193</b>
<b>CARELESS DRIVING</b>	<b>2</b>	<b>2</b>	<b>18</b>	<b>17</b>
<b>EXHIBITION DRIVING</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>7</b>
<b>SPEEDING</b>	<b>13</b>	<b>20</b>	<b>143</b>	<b>215</b>
<b>STOP SIGN, RED LIGHT VIOLATION</b>	<b>7</b>	<b>4</b>	<b>41</b>	<b>58</b>
<b>IMPROPER TURNING</b>	<b>0</b>	<b>7</b>	<b>12</b>	<b>19</b>
<b>YIELD RIGHT OF WAY</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>12</b>
<b>OPEN CONTAINER</b>	<b>0</b>	<b>2</b>	<b>15</b>	<b>28</b>
<b>CONSUMPTION UNDERAGE (18-20 yoa)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62</b>
<b>LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>MISDEMEANOR DRUG CITATIONS AND (Poss. Of Drug Paraph.)</b>	<b>19</b>	<b>9</b>	<b>135</b>	<b>154</b>
<b>TOBACCO VIOLATIONS</b>	<b>15</b>	<b>0</b>	<b>31</b>	<b>9</b>
<b>PETTY THEFT</b>	<b>4</b>	<b>2</b>	<b>51</b>	<b>25</b>
<b>INTENTIONAL DAMAGE TO PROPERTY</b>	<b>0</b>	<b>2</b>	<b>5</b>	<b>4</b>
<b>OTHER VIOLATIONS</b>	<b>21</b>	<b>31</b>	<b>189</b>	<b>364</b>
<b>TOTAL TRAFFIC CITATIONS</b>	<b>106</b>	<b>102</b>	<b>948</b>	<b>1369</b>

October 2018 YPD Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
<b>MURDER</b>	0	0	0	0
<b>RAPE</b>	0	0	0	3
<b>ROBBERY</b>	0	0	0	0
<b>BURGLARY</b>	2	3	15	11
<b>ASSAULT AGGRAVATED</b>	0	1	11	11
<b>ASSAULT SIMPLE</b>	2	2	25	25
<b>CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE</b>	0	4	60	54
<b>DISORDERLY CONDUCT</b>	1	1	6	7
<b>SEXUAL CONTACT/SEX OFFENSES</b>	1	5	2	6
<b>THEFT PETTY</b>	3	4	20	15
<b>THEFT GRAND</b>	0	1	3	5
<b>THEFT AUTO</b>	0	0	3	1
<b>FORGERY &amp; COUNTERFEITING</b>	0	0	0	5
<b>FRAUD</b>	0	0	0	0
<b>EMBEZZLEMENT</b>	0	0	0	0
<b>INTENTIONAL DAMAGE</b>	0	3	10	12
<b>NARCOTIC DRUG CHARGES</b>	26	26	278	317
<b>LIQUOR ARRESTS</b>	0	0	4	3
<b>WEAPONS VIOLATION</b>	1	0	3	11
<b>WARRANTS</b>	13	16	134	183
<b>PROTECTIVE CUSTODY</b>	0	0	0	0
<b>ALL OTHER OFFENSES</b>	44	38	409	392
<b>TOTAL ARRESTS</b>	<b>93</b>	<b>104</b>	<b>983</b>	<b>1061</b>

October 2018 YPD Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
<b>CURFEW</b>	<b>0</b>	<b>1</b>	<b>14</b>	<b>20</b>
<b>RUNAWAY</b>	<b>1</b>	<b>1</b>	<b>21</b>	<b>8</b>
<b>MIC</b>	<b>7</b>	<b>1</b>	<b>48</b>	<b>11</b>
<b>MURDER</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>RAPE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ROBBERY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>BURGLARY</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>ASSAULT AGGRAVATED</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>
<b>ASSAULT SIMPLE</b>	<b>3</b>	<b>0</b>	<b>10</b>	<b>11</b>
<b>CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>
<b>DISORDERLY CONDUCT</b>	<b>6</b>	<b>0</b>	<b>7</b>	<b>3</b>
<b>SEXUAL CONTACT / SEX OFFENSES</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>
<b>THEFT PETTY</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>8</b>
<b>THEFT GRAND</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>THEFT AUTO</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FORGERY &amp; COUNTERFEITING</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FRAUD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>EMBEZZLEMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>INTENTIONAL DAMAGE</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>
<b>NARCOTIC DRUG CHARGES</b>	<b>9</b>	<b>1</b>	<b>36</b>	<b>41</b>
<b>LIQUOR ARRESTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>WEAPONS VIOLATIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>ALL OTHER OFFENSES</b>	<b>5</b>	<b>2</b>	<b>28</b>	<b>13</b>
<b>TOTAL ARRESTS</b>	<b>31</b>	<b>6</b>	<b>176</b>	<b>123</b>

11/08/18

Fox Run Golf Course  
Statement of Revenues & Expenses

	01Oct2018 31Oct2018	01Oct2017 31Oct2017	01Jan2018 31Oct2018	01Jan2017 31Oct2017	Legal Budget
Direct Revenues:					
Concessions	8,060.12	8,601.63	158,048.53	151,114.81	161,700.00
Pro Shop	7,608.89	10,388.74	75,957.91	76,704.66	91,200.00
Course	13,067.14	12,287.86	413,532.56	455,034.57	466,900.00
	-----	-----	-----	-----	-----
Total Direct Revenues	28,736.15	31,278.23	647,539.00	682,854.04	719,800.00
Direct Expenses:					
Concessions	5,921.64	6,533.58	71,922.07	64,380.70	62,700.00
Pro Shop		7,835.88	61,301.21	70,561.58	45,000.00
Course	568.93	61,000.66	54,418.80	99,484.57	38,500.00
	-----	-----	-----	-----	-----
Total Direct Expenses	6,490.57	75,370.12	187,642.08	234,426.85	146,200.00
Add Beginning Inventory					
Less Ending Inventory					
Net Direct Income (Loss)					
Indirect Revenues -	917.91	58,209.25	2,110.85	58,206.62	1,000.00
Indirect Expenses:					
Personal Services	21,120.00	25,344.67	307,455.55	324,448.90	405,872.00
Insurance			6,832.04	6,359.40	6,710.00
Professional Services	16,902.44	1,672.42	74,172.88	21,180.35	22,900.00
Advertising	590.00	28.65	8,087.87	6,578.60	4,500.00
Repair & Maintenance	4,858.23	4,025.29	61,834.92	39,114.65	52,500.00
Supplies & Materials	3,284.84	10,701.24	51,076.79	59,948.33	59,600.00
Travel, Conference & Dues			2,249.45	1,370.56	3,250.00
Utilities	3,889.37	3,653.12	28,131.50	28,801.41	37,600.00
Billing and Administration					
Depreciation	5,893.62	4,218.78	53,911.68	42,187.80	55,745.00
	-----	-----	-----	-----	-----
Total Indirect Expenses	56,538.50	49,644.17	593,752.68	529,990.00	648,677.00
Net Operating Income	(33,375.01)	(35,526.81)	(131,744.91)	(23,356.19)	(74,077.00)
	=====	=====	=====	=====	=====
Capital Outlay			48,342.00	91,308.78	82,000.00
	=====	=====	=====	=====	=====



Fox Run Golf Course  
Statement of Revenues

	01Oct2018 31Oct2018	01Oct2017 31Oct2017	01Jan2018 31Oct2018	01Jan2017 31Oct2017	Legal Budget
<b>Concessions</b>					
CASH Long	78.50	79.16	1,832.52	1,175.56	1,000.00
PREPARED FOOD	3,243.24	2,455.92	43,682.43	40,021.01	40,000.00
PRE-PACKAGED FOOD	219.45	342.50	4,949.37	6,507.85	10,700.00
BEER	3,366.89	4,711.28	89,670.01	85,973.78	85,000.00
BOTTLED POP	1,152.04	1,012.77	17,914.20	17,436.61	25,000.00
MISCELLANEOUS CONCESSIONS					
<b>Total Concessions</b>	<b>8,060.12</b>	<b>8,601.63</b>	<b>158,048.53</b>	<b>151,114.81</b>	<b>161,700.00</b>
<b>Pro Shop</b>					
GOLF BALLS	1,130.88	965.10	17,831.42	13,785.87	19,000.00
GLOVES	487.33	629.23	5,704.22	4,918.94	6,000.00
GOLF CAPS/VISORS	434.59	412.21	3,365.15	4,239.62	7,000.00
MERCHANDISE	3,596.35	3,928.98	17,377.73	21,330.83	16,000.00
MERCHANDISE NON-TAX					200.00
GOLF EQUIPMENT	1,831.60	3,891.60	27,336.42	24,036.83	30,000.00
MISCELLANEOUS MERCHANDISE			42.96		
CLUB REPAIRS	128.14	561.62	3,464.12	6,636.56	11,000.00
LESSONS			835.89	1,756.01	2,000.00
<b>Total Pro Shop</b>	<b>7,608.89</b>	<b>10,388.74</b>	<b>75,957.91</b>	<b>76,704.66</b>	<b>91,200.00</b>
<b>Course</b>					
SIMULATOR			5,795.59	4,758.11	7,000.00
SIMULATOR NON-TAXABLE		(221.81)		278.19	600.00
SEASON PASS			141,757.53	169,226.38	169,000.00
SEASON PASS NON-TAX				3,616.21	3,500.00
GREEN FEES-WEEKENDS/HOLIDAYS	2,594.04	3,860.69	55,182.92	57,744.35	52,000.00
GRREN FEES NON-TAX		1,087.65	2,792.65	4,782.13	6,500.00
GREEN FEES - WEEKDAYS	5,145.33	2,275.69	53,114.06	56,093.27	70,000.00
GOLF CAR RENTAL	4,840.10	4,623.64	88,425.88	81,603.84	73,000.00
GOLF CAR STORAGE (NON-TAX)	75.15		16,367.63	20,685.79	21,600.00
TRAIL FEES			21,753.74	23,761.57	29,000.00
PULL CART RENTAL	3.74	52.36	246.84	504.90	500.00
GOLF CLUB RENTAL	22.34		145.21		800.00
DRIVING RANGE	386.44	413.64	15,786.81	16,174.82	18,500.00
DRIVING RANGE NON-TAX		196.00	524.00	1,139.53	800.00
HANDICAPING			7,308.56	8,308.90	8,500.00
LEAGUES					
JUNIOR GOLF PROGRAM			3,685.45	4,452.58	4,000.00
GOLF CART WRAPS			375.00	1,900.00	1,000.00
LEAGUE SOFTWARE ADS				4.00	
<b>Total Course</b>	<b>13,067.14</b>	<b>12,287.86</b>	<b>413,532.56</b>	<b>455,034.57</b>	<b>466,900.00</b>
<b>Total Direct Revenues</b>	<b>28,736.15</b>	<b>31,278.23</b>	<b>647,539.00</b>	<b>682,854.04</b>	<b>719,800.00</b>

11/08/18

Fox Run Golf Course  
Statement of Expenditures

1

	01Oct2018 31Oct2018	01Oct2017 31Oct2017	01Jan2018 31Oct2018	01Jan2017 31Oct2017	Legal Budget
<b>Concessions</b>					
CASH SHORT	60.56	13.26	2,172.74	777.70	1,200.00
PREPARED FOODS	3,081.29	2,890.72	30,528.88	26,147.31	22,000.00
CANDY	197.55	317.10	2,612.03	2,102.50	3,500.00
BEER	2,032.45	2,499.65	28,647.93	28,800.00	27,000.00
POP	549.79	812.85	7,960.49	6,553.19	9,000.00
	-----	-----	-----	-----	-----
Total Concessions	5,921.64	6,533.58	71,922.07	64,380.70	62,700.00
<b>Pro Shop</b>					
GOLF BALLS			11,569.17	6,466.38	10,000.00
GLOVES		758.58	3,320.80	3,996.26	3,000.00
GOLF CAPS/VISORS			1,897.62	1,639.88	1,000.00
MERCHANDISE		2,542.13	11,756.73	28,323.75	10,000.00
GOLF EQUIPMENT		1,321.00	32,640.30	24,059.20	15,000.00
TRADE IN GOLF EQUIPMENT					
CLUB REPAIRS		3,214.17	116.59	6,076.11	6,000.00
	-----	-----	-----	-----	-----
Total Pro Shop		7,835.88	61,301.21	70,561.58	45,000.00
<b>Course</b>					
GOLF CAR RENTAL	568.93	58,775.16	42,245.67	84,760.97	25,500.00
REIMBURSEMENT-GOLF SHED RENTAL					
PULL CART RENTAL					
DRIVING RANGE			4,704.00	4,109.00	4,200.00
HANDICAPING		462.00	6,869.00	7,810.00	7,800.00
JUNIOR GOLF PROGRAM		1,377.00	548.56	2,418.10	1,000.00
GOLF CART WRAPS					
LEAGUE SOFTWARE ADS					
	-----	-----	-----	-----	-----
Total Course	568.93	61,000.66	54,418.80	99,484.57	38,500.00
Total Direct Expenditures	6,490.57	75,370.12	187,642.08	234,426.85	146,200.00
	=====	=====	=====	=====	=====



The MISSION of the City of Yankton is to provide exemplary experiences, services & spaces that create opportunities for everyone to learn, engage, and thrive.

## **FOX RUN GOLF ADVISORY BOARD MINUTES**

**Thursday, October 18, 2018**

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

### **I. ROUTINE BUSINESS**

Roll Call:

Present: Carll Kretsinger, Jim Miner, Steve John Thayer, Annette Kohoutek, Commissioner Bridget Bensen, Terry Carda (arrived at time noted in minutes)

Absent: Dan Kramer and Director of Parks and Recreation Todd Larson

Also present were Course Superintendent Rockie Wampol, Golf Course Assistance Grounds Maintenance Jason Metz, Finance Officer Al Viereck, City Manager Amy Leon, City Attorney Ross DenHerder, Jerry Kohoutek, and Donn Hill from GreatLIFE.

Minutes: September 20, 2018 minutes approved. Miner motioned, Kretsinger second. Motion carried 5-0.

### **II. NEW BUSINESS**

A. City Finance Profit-Loss report through September 30. Amy Leon discussed professional services which is a result of paying GreatLIFE which is why that particular line item is up. Don't have number of rounds, but due to the weather we know rounds may be down. Expenses include purchases made that will be used in October. Information requested at last meeting- 67 cart storage units paid for the 2018 season.

B. GreatLIFE Management update. Amy Leon asked Donn Hill how things are going? Donn advised that from what he could tell, Matt is making friendships, he has worked for GreatLIFE for a while. Used significantly less labor than what was projected, City will get credit of around \$4000 - \$5000 for September. Proposed this would be the same for remainder of year. Kohoutek asked if that is what other courses would have also. Donn said yes. Amanda has been working well with staff.

Terry Carda arrives.

C. GreatLIFE Lease Agreement for 2019 update. City Attorney DenHerder gave an overview and highlights of the proposed Agreement between GreatLIFE and City of Yankton. The Agreement is still part of negotiations.

John Danneningbring arrives

Carll Kreitsinger leaves

D. Course conditions and projects. Rockie - soil profile. Put sand on the greens before winter. It is very green still on course

**III. OTHER BUSINESS**

Next Meeting Thursday, November 15, 2018.

**IV. ADJOURN**

Miner motioned, Thayer second. Motion carried 4-0.

**City of Yankton**  
**Airport Advisory Board Meeting Minutes**  
**For**  
**October 24<sup>th</sup>, 2018**  
**unapproved**

The meeting was called to order at 8:04AM by Chairman Cox

**ROLL CALL:**

Present: Chairman Jim Cox, Steve Hamilton, Roger Huntley, George Munn, Jr, and City Commission Representative Jake Hoffner arrived at time noted in minutes.

Unable to attend: Dawn Steffes

Also present: Mike Roinstad, Dave Mingo, and Brooke Goeden

**September 19th, 2018 minutes**

18-21 **MOTION** -- It was moved by Roger Huntley and seconded by Steve Hamilton to approve the minutes from the September 19<sup>th</sup>, 2018 meeting.

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

**MOTION – PASSED**

Jake Hoffner arrived at 8:07AM.

Mike Roinstad provided the Monthly Fuel Report for September 2018. During the month of September 2018 there were 101 transactions totaling 5,783.40 gallons. In September of 2017, there was a total of 85 transactions totaling 4,5090.00 gallons sold.

**Staff Report**

Dave Mingo passed along the results of the recent anniversary celebration and annual breakfast to the City Commission so they are aware of the great things happening at the airport.

**Update on Apron Expansion & Hangar Relocation Project**

All documents are signed and we are still pressing for amendments. The FAA and State have also signed the documents. The project is going forward and all updates will be provided as they become available.

**Grant Request for Federal Supplemental Appropriation**

The City Commission has authorized City Manager Amy Leon to apply for approximately \$2 million dollars in federal funding (of the \$1 billion recently approved by President Trump and Congress). All updates will be provided as they become available.

**Other Business**

On October 27th, 2018 the Young Eagles program will be hosting approximately 100 kids as a part of the local 6th Grade Reading Program. The event will run from 8:00AM-12:00PM; and they will offer certificates of completion for the program participants.

**ADJOURNMENT**

18-22 **MOTION** –It was moved by Roger Huntley and seconded by Mark Yonke to adjourn meeting.

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

Meeting adjourned at 8:27AM

***Memorandum #18-240***

*To: City Manager*  
*From: Finance Officer*  
*Date: November 14, 2018*  
*Subject: Pawn Brokers License*

We have received the following applications for renewal of Pawn Brokers Licenses:

A+ Loan Service d/b/a A-1 Pawn      515 East 4<sup>th</sup> Street

River City Treasures                      301 E. 3<sup>rd</sup> Street

City Code also requires each applicant to pay a fee of \$50.00 per year. The fees have been received.



Al Viereck  
Finance Officer

## ***Memorandum #18-241***

*To: City Manager*  
*From: Finance Officer*  
*Date: November 14, 2018*  
*Subject: Renew Private Collector of Refuse*

We have received the following renewal applications for the 2019 city licenses:

### **Private Collectors (Refuse) - \$15.00 1st Veh. - \$10.00 Addl.**

Brett Davis d/b/a Art's Garbage Service, Inc.	1801 Wood St., Norfolk, NE
Loren Fischer d/b/a Loren Fisher's Disposal, LLC	31383 SD Hwy 19, Vermillion, SD
Lonnie Fischer d/b/a Fisher's Disposal	46180 313 <sup>th</sup> St., Vermillion, SD
K & P Services, Inc. d/b/a Independence Waste	PO Box 1010, Elk Point, SD
Chris & Kristie Burke d/b/a Janssen's Garbage Service	PO Box 220, Yankton, SD
Bruce Kortan d/b/a Kortan Sanitary Service	30422 421 <sup>st</sup> Ave., Tyndall, SD
George Johnson d/b/a Sioux Nation Utility Commission	425 Frazier Ave. N., Suite 2, Niobrara, NE
Russell Williams d/b/a Williams Sanitation	1503 Birch Street, Tyndall, SD

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with Police Department inspection codes.




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Al Viereck  
Finance Officer

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



**Memorandum #18-242**

*To: City Manager*  
*From: Finance Officer*  
*Date: November 14, 2018*  
*Subject: Dance Renewal*

We have received the following renewal applications for 2019 City Dance licenses:

DANCE & DANCE HALL-\$50.00 + \$1,000 Bond or  
Proof of Insurance in amount of \$100,000.00

Yankton B.P.O. Elks Lodge #994-Type B	504 West 27 <sup>th</sup> Street
Allison Gullickson d/b/a Happy Hourz-Type B	311 Douglas Street
Hillcrest Golf & Country Club-Type B	2206 Mulberry Street
WR Capital I, LLC d/b/a Minerva's Grill & Bar-Type B	1607 E, Hwy 50, Suite-A
Bernard Properties, LLC d/b/a Riverfront Events Center-Type B	113-121 West 3 <sup>rd</sup> Street
Bernard Properties, LLC d/b/a The Brewery-Type B	200-204 Walnut Street
Flusswerks, LLC d/b/a The Landing-Type B	104 Capitol Street
Upper Deck Inc. d/b/a Upper Deck-Type B	311-315 Broadway Street
Veterans of Foreign Wars-Type B	209 Cedar Street
Yankton Bowl Inc. d/b/a Yankton Bowl-Type B	3010 Broadway Street
Dayhuff Enterprises Inc. d/b/a Zebra Club-Safari Club-Cock-A-Too II-Type A	102-112 E. 3rd Street

\_\_\_\_ Voice vote

The above applications are in compliance with the City Code of Ordinances, as checked by the Department of Finance.

A police check has been done on all the above applicants by the Yankton Police Department. There are no felony convictions or wants for any of the applicants.

The applicants are in compliance with all Building and Fire Codes.

A handwritten signature in cursive script, appearing to read "Al Viereck".

Al Viereck  
Finance Officer

**Summary of Assessment Roll and Hearing  
Memorandum # 18-243**

**To:** Amy Leon, City Manager  
**From:** Brad Bies, Special Project Support/Code Enforcement Official  
**Subject:** Summary of 2018 Assessment Roll and Hearing– Abatement of Nuisance Vegetation & Nuisance Abatement  
**Date:** November 16, 2018

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November 26, 2018 is the date established for a public hearing at which time the costs will be assigned to properties that required abatement services arranged by the City. The attached 2018 Nuisance Vegetation and Nuisance Abatement Roll documents the assessable costs. Letters have been sent notifying the affected property owners of costs associated with the destruction of noxious vegetation and nuisance abatement. The roll has been updated to reflect those properties that have made payment. The below schedule has been undertaken to complete the special assessment process:

- October 15, 2018 Department of Community and Economic Development files special assessment roll with Finance Officer.
- October 22, 2018 City Commission sets public hearing for November 26, 2018.
- November 13, 2018 Department of Community and Economic Development sends notice of hearing to affected property owners.
- November 13, 2018 Department of Community and Economic Development publishes notice of hearing in Press & Dakotan. Publishing dates of November 13, 2018
- November 26, 2018 City Commission holds public hearing on assessment roll and approves resolution.
- November 27, 2018 Finance Department sends notice to property owners giving amount of assessment installments, etc.
- November 2018 Finance Department publishes resolution with November 26th Commission Minutes.
- December 27, 2018 Final date property owners can pay entire assessment without interest.
- January 1, 2019 First special assessment installment due.

**Recommendation: It is recommended that the Board of Commissioners approve Resolution #18-71 approving the 2018 special assessment roll for Nuisance Vegetation and Nuisance Abatement.**

Respectfully submitted,



Brad Bies  
Special Project Support/Code Enforcement Official

Attachments

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



\_\_\_\_\_  
Amy Leon  
City Manager

**RESOLUTION #18-71**

A RESOLUTION APPROVING THE 2018 SPECIAL ASSESSMENT ROLL FOR  
ABATEMENT OF NUISANCES AND NOXIOUS VEGETATION

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

SECTION 1. That the special assessment roll for the assessment of the property assessable for the abatement of nuisances and noxious vegetation in the City of Yankton, South Dakota, is hereby approved and the assessments as set out in said special assessment roll approved this date are hereby levied against such property upon filing of said special assessment roll in the office of the City Finance Officer.

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

The above assessments may be paid without interest to the City Finance Officer on or before December 27, 2018, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

Adopted:

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Nathan V. Johnson  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

**2018 SPECIAL ASSESSMENT ROLL  
FOR  
NUISANCE VEGETATION AND NUISANCE ABATEMENT  
CITY OF YANKTON, SOUTH DAKOTA**

TO THE CITY FINANCE OFFICER OF THE CITY OF YANKTON

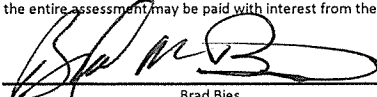
I, Brad Bies, Special Project Support/Code Enforcement Official, herewith file with you, as provided by law, the Special Assessment Roll within the City of Yankton.

The description of the property so assessed, with the names of the owners, and the amount assessed to each lot, piece or parcel is shown as follows, to wit:

PROPERTY OWNER (Deed Holder)	PROPERTY OWNER MAILING ADDRESS	PROPERTY DESCRIPTION Legal Description	PROPERTY ADDRESS	ASSESSMENT AMOUNT	ABATEMENT CATEGORY
Tyler Almond	1006 Pearl Street Yankton, SD 57078	LT 2 EXC N31.5' & ALL LT 3 & N24'3" LT 4 BLK 57 LOWER YANKTON	1006 Pearl Street	\$ 495.23	Nuisance Vegetation
Bryan and Melissa Kludt	43092 STONE CHURCH RD Menno, SD 57045	LT D & LT 4 BLK 1 WITHERSPOON & TODDS	101 Broadway Avenue	\$ 127.80	Nuisance Vegetation
Mike and Linda Scott	728 E. El Dorado Drive Sioux Falls, SD 57108	LT 4 BLK 3 TRIPP & HARRIS	1020 Broadway Avenue	\$ 362.10	Nuisance Vegetation
Rodney Sherman	1206 Whiting Street Yankton, SD 57078	LT 27 DAKOTA NATL SUB DIV	1206 Whiting Street	\$ 202.35	Nuisance Vegetation
Darlene Johnson c/o Roxanne Johnson	604 Locust Street Yankton, SD 57078	LT 34 & W4 LT 35 DAKOTA NATL S/DIV	1215 Whiting Street	\$ 516.53	Nuisance Vegetation
Megan Kohn	1223 Mulberry Street Yankton, SD 57078	N105' LTS 5, 6, 7 & 8 EXC N23' BLK D LOWER YANKTON	1223 Mulberry Street	\$ 101.18	Nuisance Vegetation
David Uhrich	411 Burleigh Street Yankton, SD 57078	LT 3 BLK 2 ROSE HILL	1505 College Street	\$ 154.43	Nuisance Vegetation
Nicholas Welter	1809 Walnut Street Yankton, SD 57078	N15' LT 27 & ALL LT 28 BLK 5 NORTH YANKTON	1809 Walnut Street	\$ 255.60	Nuisance Vegetation
Thomas Steinbach	407 Pine Street Yankton, SD 57078	N2 LT 12 & ALL LT 13 BLK 21 LOWER YANKTON	407 Pine Street	\$ 101.18	Nuisance Vegetation
Doug Marquardt	1314 Golf Lane Yankton, SD 57078	LT 4 BLK 4 LOWER YANKTON	410 Douglas Avenue	\$ 74.55	Nuisance Vegetation
Andrea Murphy & David Elle	412 Capital Street Yankton, SD 57078	LT 3 BLK 21 LOWER YANKTON	412 Capital Street	\$ 101.18	Nuisance Vegetation
Amy Stephenson	514 Maple Street Yankton, SD 57078	E2 LTS 8 & 9 BLK 37 WITHERSPOON'S	508 West 4th Street	\$ 463.28	Nuisance Vegetation
Andrew Hayward	840 N Spruce Street Lt 139 Rapid City, SD 57701	LT 16 BLK 44 CENTRAL YANKTON	513 Green Street	\$ 101.18	Nuisance Vegetation
LSF8 MASTER PARTICIPATION TRST SPOC DEPARTMENT	3701 Regent Blvd Irving, TX 75063	LT A BLK 110 B.C. FOWLER'S	612 West 10th Street	\$ 463.28	Nuisance Vegetation
Todd Spear	709 Broadway Avenue Yankton, SD 57078	LT 14 BLK 71 CENTRAL YANKTON	709 Broadway Avenue	\$ 74.55	Nuisance Vegetation
Lewis Weinberg	505 5 ST SUITE 200 Sioux City, IA 51101	LT 4 BLK 1 SEC 12 SLAUGHTER'S SUB DIV	North Broadway Avenue Property	\$ 149.10	Nuisance Vegetation
<b>TOTAL ASSEMENTS</b>				<b>\$ 3,743.52</b>	

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

The above assessments may be paid without interest to the City Finance Officer on or before December 27, 2018, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

  
Brad Bies  
Special Project Support/Code Enforcement Official

Filed in the office of the City Finance Officer on October 15, 2018. Amended October 26 and November 9, 2018.

  
Al Viereck  
Finance Officer

***Memorandum #18-244***

To: City Manager  
From: Finance Officer  
Date: November 14, 2018  
Subject: Renewal of 2019 Liquor Licenses

We have received the following applications for renewal of Alcoholic Beverage Licenses for the 2019 Licensing period.

RETAIL (ON-SALE) LIQUOR-FULL SERVICE RESTAURANT

Czeckers, Inc., d/b/a Czeckers, Inc., 407 Walnut St.  
El Tapatio Family Mexican, Inc., d/b/a El Tapatio Family Mexican, Inc., 2502 Fox Run Pkwy.  
Bernard Properties, LLC, d/b/a Riverfront Events Center & Emporium, 121-113 W. 3<sup>rd</sup> St.

RETAIL (ON-SALE) LIQUOR

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

PACKAGE (OFF-SALE) LIQUOR

Cork 'N Bottle, Inc., d/b/a Cork 'N Bottle, 1500 Broadway Ave.  
The Fox Stop, Inc., d/b/a The Fox Stop, 1316 W. 30<sup>th</sup> St.  
Hy-Vee Food Stores, Inc., d/b/a Hy-Vee Wine & Spirits, 2100 N. Broadway Ave.  
TC Corner LLC, d/b/a JR's Oasis, 2404 E. SD Hwy 50  
Annis Properties, Inc., d/b/a Patriot Express 02, 100 E. 4<sup>th</sup> St.  
Annis Properties, Inc., d/b/a Prairie Pumper, 909 Broadway Ave.  
ZACCON, Inc., d/b/a Roadrunner Convenience Mart, 300 W. 23<sup>rd</sup> St.  
Theresa Wick d/b/a Sportsman's, 901 Broadway Ave.  
Wal-Mart Stores, Inc., d/b/a Wal-Mart Store #1483, 3001 Broadway Ave.  
Yankton Drug, Inc., d/b/a Yankton Drug Co., 109 W. 3<sup>rd</sup> St.  
Dayhuff Enterprises, Inc., d/b/a Zebra Club & Cockatoo Bar, 106-112 E. 3<sup>rd</sup> St.

RETAIL (ON-OFF SALE) WINE

YC Library, LLC, d/b/a Capitol Street Pub, 401 Capitol St.  
Charlies Pizza House, Inc., d/b/a Charlie's Pizza House, 804 Summit St.  
Cheers Bar & Grill, LLC, d/b/a Cheers Bar & Grill, LLC, 310 Walnut St.  
Czeckers, Inc., d/b/a Czeckers Inc., 407 Walnut St.  
The Fox Stop, Inc., d/b/a The Fox Stop, 1316 W. 30<sup>th</sup> St.  
SYMS, LLC, d/b/a Holiday Inn Express, PO Box 113  
San Jose, Inc., d/b/a Mexico Viejo, 1809 Broadway Ave.  
TST, Inc., d/b/a Phinney's Pub & Casino, Yankton Mall  
To Be Free, LLC d/b/a RB Beer & Burgers, 2901 Broadway Ave. Suite C  
Morgen, LLC, d/b/a South Point Gaming Lounge, 1101 Broadway Ave., Suite 109  
Flusswerks, LLC, d/b/a The Landing, 104 Capital St.  
Tokyo Japanese Cuisine of Ykt, Inc. d/b/a Tokyo Japanese Cuisine, 2007 Broadway Ave. Ste. J  
Wal-Mart Stores, Inc., d/b/a Wal-Mart Store #1483, 3100 Broadway Ave.  
Walgreen Co. d/b/a Walgreen #9806, 2020 Broadway Ave.  
Willa B's LLC d/b/a Willa B's, 215 West 3<sup>rd</sup> St.

The above applications are in compliance with the City Code of Ordinances, as checked by the Department of Finance.

A police check has been done on all the above applicants by the Yankton Police Department.


The applicants are in compliance with all Building and Fire Codes.



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Al Viereck  
Finance Officer

**Memorandum No. 18-237**

**TO: Mayor and City Commissioners**  
**FROM: Amy Leon, City Manager**   
**RE: MidAmerican Energy Natural Gas Franchise Agreement**  
**DATE: November 6, 2018**

The City of Yankton operates under a Franchise Agreement with its utility service providers. Franchise Agreements provide authority and legal basis for the utility service providers to use the streets, alleys and other public places for their infrastructure.

Attached is our current Franchise Agreement with MidAmerican Energy Natural Gas. This Agreement was last entered into in 1998 and is required to be renewed every 20 years. Also attached is an updated ordinance granting MidAmerican the right, franchise, and authority to furnish natural gas service for public and private use for the next twenty (20) years (through December 31, 2038).

Mark Reinders, MidAmerican Franchise Manager appeared at our October 22, 2018 City Commission Meeting and discussed the proposed ordinance.

Ross Den Herder, City Attorney is currently reviewing the agreement.

**Recommendation: It is recommended that the City Commission hold the public hearing on November 26, 2018 for Ordinance #1012.**



ORDINANCE NO. 1012

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF YANKTON, SOUTH DAKOTA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS.

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

**Section 1.** There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called “Company,” and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Yankton, South Dakota, hereinafter called the “City,” a gas distribution system, to furnish natural gas along, under the streets, avenues, alleys and upon public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. This franchise shall be effective for a twenty (20) year period from and after the effective date of this ordinance.

**Section 2.** The rights and privileges hereby granted are subject to the restrictions and limitations of South Dakota law, or as subsequently amended or changed.

**Section 3.** Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer or the flow of water therefrom, which have been or may hereafter be located by authority of the City, with construction, repair, laying, relaying or extending of gas pipes, mains, conduits, and other facilities being in form and manner authorized by the city.

**Section 4.** The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with South Dakota law including Company’s tariff on file with and made effective by the South Dakota Public Utilities Commission as may subsequently be amended (“Tariff”), at its cost and expense, locate and relocate its existing facilities or equipment in, on or under any public street or alley in the City in such a manner as the City may authorize for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any other public property owned by the city. The City shall be

responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. Unless otherwise provided herein, all relocation costs and construction costs for company gas pipes, mains, conduits and other facilities shall be at the sole expense of the company. If requested the City shall provide to the Company for the City's actual cost to reproduce, and subject to the approval of the City engineer, copies of its relocation plan and profile and cross section drawings.

**Section 5.** In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

**Section 6.** Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with notice upon receipt of a petition to vacate.

**Section 7.** The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous 10 years.

**Section 8.** The Company shall not be required at its expense to relocate Company facilities or located on public property or equipment in order to facilitate a project of a commercial or private developer or other non-public entity.

**Section 9.** If a public emergency arises involving the Company's system, the City shall promptly notify the Company. If the Company fails to respond or unreasonably delays its response, the City will make reasonable efforts to shut off the flow of gas and may sever, disrupt, dig up Company facilities, if such action is deemed necessary by the City because of a public emergency. Public emergency means any condition which, in the opinion of the City, presents an immediate threat to the lives or property of the residents of the City, caused by any natural or man-made disaster, including but not limited to storms, floods, fire, accidents, explosions, major water main

breaks, hazardous material spills or other similar occurrences. The Company shall be responsible for repair, at its sole expense, of any of its facilities damaged pursuant to any such action taken by the Company or City, except for damage that is the result of sole negligence or willful misconduct by the City.

**Section 10.** The City shall not at any time be liable for injury or damages occurring to any person or property from any cause whatsoever arising out of the construction, maintenance, repair, use, operation, condition or dismantling of the Company's gas transmission system, except for those injuries or damages that arise from the negligence of the City or its agents, contractors or subcontractors.

**Section 11.** The Company shall, at its sole cost and expense, defend, indemnify and hold harmless the City, all subdivisions of the City now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors, from and against any and all liability, obligation, damages, penalties, claims, liens, limitations, reasonable fees and expenses of attorneys, expert witnesses and consultants, which may be imposed upon, incurred by or be asserted against the indemnities by reason of any negligent or otherwise wrongful act or omission by the Company, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright or patent which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the gas transmission system, or of the Company's failure to comply with any federal, state or local statute, ordinance or regulation.

**Section 12.** The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

**Section 13.** Upon request, the Company shall provide the City at no cost to the City, on a project specific basis, information indicating the location, relative to boundaries of the right of way,

of all equipment which it owns or over which it has control that is located in city right of way, including documents, maps and other information in paper or electronic or other forms (“Information”).

**Section 14.** The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the South Dakota Public Utilities Commission or its successors and state law and federal law.

**Section 15.** During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the South Dakota Utilities Commission the Company’s tariff made effective by the South Dakota Utilities Commission or its successors and state law and federal law.

**Section 16.** Either City or Company may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have 60 days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise.

**Section 17.** If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**Section 18.** This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with South Dakota law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10 days of its final passage. The Company shall, within thirty (30) days after the Commissioners’ approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following Commission approval, this ordinance shall be published in accordance with the Code of South Dakota. The effective date of this ordinance shall be twenty (20) days after publication of the ordinance. In the event that MidAmerican Energy Company does not file its written acceptance of this ordinance within 30 days after its approval by the Commission, this ordinance shall be void and of no effect.

**Section 19.** Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2018.

CITY OF YANKTON, SOUTH DAKOTA

\_\_\_\_\_  
By: Mayor/Mayor Pro Tem

(OFFICIAL SEAL)

ATTEST:

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

**Memorandum #18-238**

**To:** Amy Leon, City Manager  
**From:** Corey Potts, Public Works Manager  
**Subject:** Bid Award for Crushing Salvaged Concrete and Asphalt  
**Date:** November 13, 2018

Sixteen bid packets were provided to contractors with concrete crushing equipment and the seven bids outlined below were received for this year's processing of concrete and asphalt rubble at the Yankton Transfer Station. The bids received are as follows:


Cedar Beef LLC Hartington, NE 68739	\$6.50 per ton
Slowey Construction, Inc. Yankton, SD 57078	\$3.849 per ton
Intex Corp. Albertville, MN 55301	\$4.59 per ton
QBQ Industries, LLC Council Bluffs, IA 51503	\$4.84 per ton
Jerry Thomas Construction LLC Chamberlain, SD 57325	\$4.65 per ton
Cave Crushing, Inc. Marcus, IA 51035	\$4.90 per ton
Dakota Construction Harrisburg, SD 57032	\$3.98 per ton

It has been the City's practice to budget for this crushing operation on a two-year rotation. The crushed concrete and asphalt material has proven to be superior both in quality and workability over natural base course material previously used by the street department in its maintenance and construction projects. By crushing and stockpiling this material on site, there is no transportation cost associated with trucking of base material to the stockpile site. Also, by crushing this material the City is not using valuable landfill space to bury the rubble as previously occurred.

The low bidder meets the specifications and is a responsible contractor who has contracted with the City in the past. The low bid represents a slight decrease compared to the price the City paid in 2017 and is considered a sound bid. There is \$200,000.00 budgeted in 2019 for this crushing project. Provisions of the contract allow for crushing as much as 50,000 tons of material provided the material being produced is suitable and there is enough rubble available.



**Memorandum No. 18-239**

**TO:** Mayor and City Commissioners  
**FROM:** Amy Leon, City Manager   
**RE:** Agreement with Police Chief  
**DATE:** November 14, 2018

Attached is an Agreement between the City of Yankton and John Harris. This Agreement is being made to set out specific items such as compensation, duties, and term of contract to name a few. Mr. Harris will also participate and assist in the search for a permanent Police Chief once the term of his Agreement has expired.

**Recommendation: Staff recommends approving the Agreement between the City of Yankton and John Harris.**



## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered, by and between the **City of Yankton**, a South Dakota municipal corporation, hereinafter referred to as “Employer,” and **John Harris**, hereinafter referred to as “Employee,” witness the following:

### RECITALS

1. Employer is a first class municipality in need of an interim police chief to run the Yankton Police Department while Employer conducts and completes the search and hiring process for a permanent police chief hire.

2. Based upon affirmative statements made by the Employee, Employee is a Certified Law Enforcement Officer in the State of Wyoming, has never been disciplined by any organization governing the certification of law enforcement, has never been convicted of any crime involving dishonesty or moral turpitude, and is eligible for South Dakota Reciprocity Certification upon tender and completion of the appropriate paperwork and training.

3. Employer has extended an offer of employment to Employee subject to the terms and conditions set forth in this agreement. Employee accepts employment on the terms and conditions set forth below.

Now Therefore, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties hereto agree as follows:

1. **Employment.** Employer shall employ Employee, and Employee accepts employment with Employer, on the terms and conditions set forth in this agreement. Employee is not an independent contractor.

2. **Term of Employment.** This agreement is effective as of the date this Agreement is executed, and is subject to the termination provisions of this agreement. The initial term of this Agreement shall be for an initial term of two (2) years beginning on September 1, 2018; and thereafter, this Agreement shall be terminable by either party by giving written notice to the other party no less than sixty (60) days prior to the contemplated termination date. Subject to the foregoing, this employment shall be at-will. Employee agrees that Employee shall not be entitled to progressive discipline, which Employee recognizes is afforded to all other full-time employees of the City of Yankton. The sixty (60) day notice of termination shall not apply and Employee may be immediately terminated by Employer if Employee fails to become certification certified law enforcement officer, or if Employer receives sufficient evidence establishing probable cause that Employee has committed any crime other than a moving violation not resulting in an injury to any other person.

3. **Duties.** Employee is engaged to carry out the following duties:
- (a) To tender necessary documentation and complete the necessary background check, application and related paperwork to become and remain “reciprocity eligible” to become a Certified Law Enforcement Officer in the State of South Dakota;
  - (b) To serve as the Interim Police Chief for the Yankton Police Department in accordance with the job description attached hereto as Exhibit A;
  - (c) To attend all City Commission and Department Head meetings of the City of Yankton;
  - (d) To assist Employer’s City Manager with restructure of the Department and reallocation of duties and responsibilities amongst the Department’s employees to maximize the benefits and security afforded to the City of Yankton and its citizens by the Yankton Police Department and to improve the internal morale and internal cooperation of the Yankton Police Department amongst its employees and the employees of Employer’s other departments and subdivisions;
  - (e) To assist Employer as a member of the search committee and provide guidance as requested by the City Manager in the search for a new permanent Police Chief for the Yankton Police Department;
  - (f) To abide by and enforce the internal personnel policies and procedures of the Yankton Police Department and the City of Yankton;
  - (g) To act at all times in the best interests of Employer and the citizens of the City of Yankton;
  - (h) To assist the Employer’s City Manager with revising and updating the Exhibit A job description of the Police Chief for the Yankton Police Department and to complete other duties as assigned by the Employer’s City Manager; and
  - (i) To become a Certified Law Enforcement Officer through the South Dakota Law Enforcement Officers Standards and Training Commission by no later than June 30, 2019, and remain Certified until employment shall cease for any reason.

4. **Work Hours.** Employee agrees to devote an average of forty (40) hours of work per week to Employer. However, Employee shall generally be entitled to set his own hours. Employer agrees to cooperate with Employer’s City Manager to generate a flexible, but predictable and appropriate work schedule for Employee that best permits Employee to accomplish Employee’s duties set forth in Paragraph 3 while taking into account public emergencies, employee shift management and oversight, and special events occurring within the City (i.e. Riverboat Days, street dances, etc.). Employee specifically agrees to work extended hours during the Riverboat Days summer festival occurring in late August of each year in which Employee remains employed. Employee shall bear responsibility for tracking

his own work time. Employer's City Manager and Employee shall work together to determine specific goals and duties and reasonable time-frames in which such goals and duties are accomplished. Employee agrees to devote the time, diligence, and attention necessary to perform his duties. Employer specifically authorizes Employee to take two (2) weeks of leave presently scheduled for October 1 through October 14, 2018 and an additional ten (10) days of leave scheduled for November 5 through November 14, 2018. All other leave shall be governed by applicable personnel policies of the City of Yankton. Employee shall be entitled to earn up to one hundred twenty (120) hours of vacation time, which may be earned in accordance with the City's applicable personnel manual. Employee shall begin his duties with forty (40) hours of banked vacation time and two (2) personal holidays, which may be applied to the leave already scheduled as set forth herein in accordance with the City's applicable personnel manual. Employee shall be entitled to earn sick leave in accordance with the City's applicable personnel manual.

5. **Exclusivity of Service.** Employee agrees that during the pendency of this agreement he will not be actively employed elsewhere so that he can devote his full attention to his employment with Employer. Nothing herein prevents Employee from taking leave of absence or sabbatical from another employer during the pendency of this Agreement.

6. **Compensation & Fee Structure.** During the term of this agreement, Employer shall pay to Employee a bi-weekly salary of \$3,786.31, plus a monthly vehicle stipend equal to \$200.00 and a monthly cellular telephone stipend equal to \$50.00 (to be collectively paid bi-weekly in the amount of \$115.38). On January 1, 2019 and January 1, 2020, Employee shall receive an increase in his salary equal to 4.26% of the then-current salary (the equivalent to the "step" and COLA salary increase for typical City employees), but no increase to the stipends. The salary and stipends shall be subject to all FICA and federal income tax withholdings. The net salary and stipends shall be paid by Employer to Employee in accordance with Employer's ordinary payroll schedule, which is bi-weekly. Employee acknowledges that Employer shall not compensate Employee for overtime pay. Employee shall fill out and sign an I-9 and a W-4 form. Employer shall issue a W-2 to the Employee as required by United States law. Upon termination of Employee's employment for any reason, Employee shall be entitled to receive his salary and stipend pro-rated through the effective date of termination.

7. **Benefits.** Employer shall pay Employee's unemployment insurance and worker's compensation insurance as required under South Dakota law; however, Employee shall not be eligible for any other employment insurance benefits of any sort, including health, life, or disability insurance, etc. Employee shall not be eligible to participate in the South Dakota Retirement System; however, Employer agrees to tender and Employee may match an equivalent sum to a 403(b) or similar qualified retirement account of Employee's choice. Employer shall also cover the cost of Employee's application fees and expenses associated with Employee's Reciprocity Application and Certification to the South Dakota Law Enforcement Officers Standards and Training Commission.

8. **Work Facilities, Equipment, and Software.** Employer shall provide Employee with furnished office space within the Yankton Police Department, a computer terminal with internet access, a printer, appropriate law enforcement equipment and vehicles, appropriate conference rooms and related work space from which Employee shall carry out his duties under this Agreement. Employer will provide Employee with all requisite office supplies and software necessary to carry out his duties under this Agreement. Upon completion of the necessary paperwork to become “reciprocity eligible,” Employer shall also furnish Employee with a standard firearm and badge. All items and equipment provided to Employee shall remain the property of Employer. Employee shall not utilize the Employer’s office supplies, computer terminals or printers, or law enforcement equipment for personal use except in accordance with Employer’s applicable policies. Employee shall be given Employer’s passwords as necessary to access all software systems necessary for Employee to complete his duties as set forth in Paragraph 3. Upon termination of this Agreement for any reason, Employee shall immediately return all Employer-owned property.

9. **Miscellaneous Provisions.**

- (a) **Integration.** All parties agree that this agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this agreement.
- (b) **Modification.** This agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.
- (c) **Assignability.** This agreement is not assignable.
- (d) **Law Governing.** This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Each party hereby consents to the personal jurisdiction of the State of South Dakota, acknowledges that venue is proper in the Court of appropriate jurisdiction in and for Yankton County, First Judicial Circuit, State of South Dakota, agrees that any action related to this agreement must be brought in such Court, and waives any objection that may exist, now or in the future, with respect to any of the foregoing.
- (e) **Scrivener's Presumption.** This agreement or any section thereof shall not be construed against any party due to the fact that said agreement or any section thereof was drafted by said party.
- (f) **Severability.** Each provision of this agreement is separable from the whole. If any portion of this agreement is determined to be unenforceable for any reason, then that invalidity shall not impair the remaining provisions of this agreement.
- (g) **Waiver.** No waiver by Employer shall operate as a waiver of any other provision or any subsequent default.

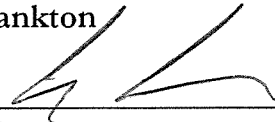
- (h) **Notices.** All notices, requests, demands, and other communications require or permitted hereunder will be in writing and will be deemed to have been duly given when delivered by hand or two days after being mailed by first class mail with postage prepaid to the City Manager (on behalf of Employer) or to Employee.

In Witness Whereof the parties have executed the above and foregoing document on this the \_\_\_\_ day of October, 2018.

**EMPLOYER**

**EMPLOYEE**

City of Yankton

  
\_\_\_\_\_  
By: Amy Leon  
Its: City Manager

\_\_\_\_\_  
John Harris

## *Memorandum #18-245*

**To:** *City Commission*  
**From:** *Finance Officer*  
**Date:** *11/19/2018*  
**Subject:** *First Reading and Setting December 10, 2018 as the Second Reading and Public Hearing of Ordinance #1013, Amending Ordinance #1001, the 2018 Annual Appropriation Ordinance*

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Attached to this Memorandum is Ordinance #1013, the second supplement to Ordinance #1001, the 2018 annual appropriation ordinance. The individual supplements are described and the amounts are as such:

1. **City Attorney** from \$7,000.00 to \$57,000.00, an increase of \$50,000.00 in account 101.103.202 for Professional Services for McGrath, North, Mullin (Steve Bogue) for working with the City in labor relations with the proposed FOP unit and for expenditures by Attorney DenHerder for litigating and negotiating legal disputes between the City and other entities. This increases City Attorney total appropriations from \$56,591.00 to \$106,591.00, an increase of \$50,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2017.
2. **Total General Government** from \$2,553,355.00 to \$2,603,355.00, an increase of \$50,000.00 as described in **number (1)** above.
3. **Snow and Ice Removal** from \$12,000.00 to \$85,000.00, an increase of \$73,000.00 in account 101.124.103 for overtime wages (note: this would account for approximately two major snowstorms before fiscal year 2018's end) in Snow and Ice. This increases Snow and Ice total appropriations from \$175,810.00 to \$248,810.00, an increase of \$73,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2017.
4. **Chan Gurney Airport** from \$6,000.00 to \$106,000.00 an increase of \$100,000.00 in account 101.127.202 for Professional Services from Kadrmas, Lee & Jackson for the apron expansion and hanger relocation (note: this will eventually be funded 90% Federal, 5% State, and 5% City match once all grant agreements are finalized). This increases Chan Gurney Airport total appropriations from \$604,368.00 to \$704,368.00, an increase of \$100,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2017.
5. **Total Public Works** from \$3,964,082.00 to \$4,137,082.00, an increase of \$173,000.00 as outlined **Numbers (3 & 4)** above.
6. **Senior Citizens Center** from \$4,500.00 to \$39,500.00, an increase of \$35,000.00 in account 101.141.223 Repair and Maintenance Building for repairs to air conditioning units and kitchen exhaust fans. This increases Senior Center total appropriations from \$65,984.00 to

\$100,984.00, an increase of \$35,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2017.

7. **Community Library** from \$39,000.00 to \$59,000.00, an increase of \$20,000.00 in account 101.142.202 for Professional Services for software license increases and professional janitorial services and from \$4,000.00 to \$10,000.00, an increase of \$6,000.00 in account 101.142.223 Repair and Maintenance Building for plumbing and structural repairs. This increases Community Library total appropriations from \$777,878.00 to \$803,878.00, an increase of \$26,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2017.
8. **Total Culture and Recreation** from \$843,862.00 to \$904,862.00, an increase of \$61,000.00 as outlined in **numbers (6-7)** above.
9. **Other Financing Uses / Transfers Out** from \$1,243,246.00 to \$1,300,646.00, an increase of \$57,400.00 in account 101.182.620 Transfer to Parks & Recreation as outlined in **number (14)** below; from \$103,837.00 to \$129,337.00, an increase of \$25,500.00 in account 101.182.623 Transfer to Marne Creek as outlined in **number (16)** below; from \$310,256.00 to 365,256.00 an increase of \$55,000 in account 101.182.625 Transfer to Summit Activity Center as outlined in **number (15)** below; from \$101,144.00 to \$114,644.00, an increase of \$13,500.00 in account 101.182.661 Transfer to Cemetery as outlined in **number (35)** below; and from \$200,000.00 to \$342,500.00, an increase of \$142,500.00 in account 101.182.663 Transfer to Golf Course as explained in **number (36)** below. This increases Other Financing Uses / Transfers out to \$3,524,558.00 to \$3,818,458.00, an increase of \$293,900.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2017.
10. **Total Other Financing Uses** from \$3,524,558.00 to \$3,818,458.00, an increase of \$293,900.00.
11. **Total General Fund Appropriations** from \$15,625,178.00 to \$16,203,078.00, an increase of \$577,900.00 as outlined in **numbers (1-10)** above.
12. **Un-appropriated Fund Balance** from \$3,631,763.00 to \$4,209,663.00, an increase of \$577,900.00 in un-appropriated fund balance (2017 carry-over).
13. **Total Means of Finance** from \$15,625,178.00 to \$16,203,078.00, an increase of \$577,900.00 as outlined in **number (12)** above.
14. **Parks and Recreation** from \$0.00 to \$25,000.00, an increase of \$25,000.00 in account 201.201.205 Midwest Region Conference for expenses for hosting this conference; from \$55,000.00 to \$85,000.00, an increase of \$30,000 in account 201.201.223 Repairs and Maintenance – Buildings for structural roof repairs to the Parks / Grove building; and from \$0.00 to \$2,400.00, an increase of \$2,400.00 in account 201.201.262 Mileage to reimburse Todd for use of his own vehicle versus driving a City vehicle. This increases Parks and Recreation total appropriations from \$1,260,976.00 to \$1,318,376.00, an increase of

- \$57,400.00. Financing for this increase will be from an increased transfer from the General Fund as outlined in **number (9)** above.
15. **Summit Activity Center** from \$148,000.00 to \$168,000.00, an increase of \$20,000.00 in account 203.203.102 Temporary Wages for increase part time hours and wages at the SAC; from \$37,600.00 to \$62,600.00 an increase of \$25,000.00 in account 203.203.204 Contracted Services for software increases, cleaning services, and Johnson Controls; and from \$3,500.00 to \$13,500.00, an increase of \$10,000.00 in account 203.203.223 Repairs and Maintenance – Buildings for various repairs to the SAC. This increases Summit Activity Center total appropriations from \$778,826.00 to \$833,826.00, an increase of \$55,000. Financing for this increase will be from an increased transfer from the General Fund as outlined in **number (9)** above.
  16. **Marne Creek** from \$51,533.00 to \$66,533.00, an increase of \$15,000.00 in account 204.204.101 Regular Wages for increases in labor expenses due to training of a new employee and retirement of a previous employee; from \$500.00 to \$5,500.00, an increase of \$5,000.00 in account 204.204.202 Professional Services for hiring out some tree and stump removal along the Marne Creek; and from \$4,500.00 to \$10,000.00, an increase of \$5,500.00 in account 204.204.221 Repair and Maintenance – Equipment for increased repair costs for Marne Creek equipment. This increase Marne Creek total appropriations from \$171,137.00 to \$196,637.00, an increase of \$25,500.00. Financing for this increase will be from an increased transfer from the General Fund as outlined in **number (9)** above.
  17. **Bridge and Street** from \$1,412,321.00 to \$1,962,321.00, an increase of \$550,000.00 in account 207.221.391 Pine Street Bridge for the increased costs of the Pine Street Bridge Replacement. This increases Bridge and Street total appropriations from \$1,497,321.00 to \$2,047,321.00, an increase of \$550,000.00. Financing for this increase will be from an increased transfer from the Special Capital Improvement (Second Penny Fund) as outlined in **number (28)** below.
  18. **Business Improvement District** from \$137,200.00 to \$337,200.00, an increase of \$200,000.00 in account 209.209.202 Professional Services for increased expenses approved by the BID Board and City Commission for NFAA and Yankton Convention and Visitor Bureau funding. This increases Business Improvement District total appropriations from \$140,000.00 to \$340,000.00, an increase of \$200,000.00. Financing for this increase will be a \$200,000.00 increase in the unappropriated fund balance as explained in **number (22)** below.
  19. **Lodging Tax (BBB)** from \$0.00 to \$25,000.00, an increase of \$25,000.00 in account 211.231.552 Missouri River Corridor / MSAC; and from \$0.00 to \$5,000.00 an increase of \$5,000.00 in account 211.231.558 Cramer – Kenyon House for funding authorized at a previous City Commission meeting. This increases Lodging Tax total appropriations from \$758,839.00 to \$788,839.00, an increase of \$30,000.00. Financing for this increase will be a \$30,000.00 increase in the unappropriated fund balance as explained in **number (22)** below.
  20. **Infrastructure Improvement Revolving – Transfer** from \$44,720.00 to \$694,720.00, an increase of \$650,000.00 in account 241.241.656 Transfer to Infrastructure Improvement –



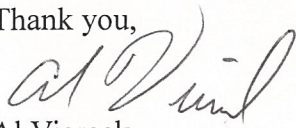
Construction due to increased payments (revenue) of Special Assessments by individuals and corporations previously assessed. This increases Infrastructure Improvement total appropriations from \$44,720.00 to \$694,720.00, an increase of \$650,000.00.

21. **Special Revenue Total Appropriations** from \$6,316,445.00 to \$7,884,345.00, an increase of \$1,567,900.00 as explained in **numbers (14-20)** above.
22. **Special Revenue Unappropriated Fund Balance** from \$1,050,659.00 to \$1,280,659.00, an increase of \$230,000.00 as explained in **numbers (18-19)** above.
23. **Infrastructure Improvement Revolving** revenue from \$44,720.00 to \$694,720.00, an increase of \$650,000.00 as explained in **number (20)** above.
24. **Total Special Revenue** from \$2,398,146.00 to \$3,048,146.00, an increase of \$650,000.00 as explained in **number (20)** above.
25. **Transfer From General Fund** from \$3,115,852.00 to \$3,253,752.00, an increase of \$137,900.00 as explained in **numbers (14-16)** above.
26. **Transfer From Special Capital Fund** from \$712,130.00 to \$1,262,130.00, an increase of \$550,000.00 as explained in **number (17)** above and **number (28)** below.
27. **Special Revenue Total Means of Finance** from \$7,276,787.00 to \$8,844,687.00, an increase of \$1,567,900.00 as explained in **numbers (22-26)** above.
28. **Special Capital Improvement (Second Penny)** from \$79,875.00 to \$904,875.00, an increase of \$825,000.00 in account 506.571.350 for repairs to the Pool Pak system, doors, and tiles as previously approved at the July 9, 2018 City Commission meeting; and from \$621,018.00 to \$1,171,018.00, an increase of \$550,000.00 in account 506.572.626 Transfer to Bridge and Street as explained in **number (17)** above. This increases Special Capital Improvement total appropriations from \$9,506,681.00 to \$10,881,681.00, an increase of \$1,375,000.00. Financing for this increase will be a \$1,375,000.00 increase in the unappropriated fund balance as explained in **number (31)** below.
29. **Tax Increment District #6** from \$17,573.00 to \$267,573.00, an increase of \$250,000.00 in account 511.588.566 for Tax Increment reimbursement to YAPG (the developer for Westbrook Estates Phase 1). This increases Tax Increment #6 total appropriations from \$17,573.00 to \$267,573.00, an increase of \$250,000.00. Financing for this increase will be a \$250,000.00 increase in the tax increment revenues as outlined in **number (32)** below.
30. **Total Capital Appropriations** from \$10,870,237.00 to \$12,495,237.00, an increase of \$1,625,000.00 as explained in **numbers (28-29)** above.
31. **Capital Projects Unappropriated Fund Balance** from \$6,566,078.00 to \$7,941,078.00, an increase of \$1,375,000.00 as explained in **number (28)** above.

32. **TID #6 Westbrook Estates Phase 1 Revenue** from \$17,573.00 to \$267,573.00, an increase of \$250,000.00 in Tax Increment Revenue as explained in number (29) above.
33. **Total Capital Projects Revenue** from \$6,414,728.00 to \$6,664,728.00, an increase of \$250,000.00 as explained in number (29 and 32) above.
34. **Total Capital Projects Means of Finance** from \$13,192,397.00 to \$14,817,397.00, an increase of \$1,625,000.00 as explained in numbers (31-33) above.
35. **Cemetery Operation** from \$2,500.00 to \$4,000.00, an increase of \$1,500.00 in account 621.621.221 Repair and Maintenance – Equipment for increased equipment repairs; and from \$27,000.00 to \$39,000.00, an increase of \$12,000 in account 621.621.350 for equipment approved at a previous City Commission meeting. This increases Cemetery total appropriations from \$130,385.00 to \$143,885.00, an increase of \$13,500.00. Financing for this increase will be from an increased transfer from the General Fund of \$13,500.00 as explained in number (9) above.
36. **Fox Run Golf Course** from \$1,000.00 to \$81,000.00, an increase of \$80,000.00 in account 641.641.202 Professional Services for increased lease payments to Great Life; from \$8,000.00 to \$23,000.00, an increase of \$15,000.00 in account 641.641.204 Contracted Services for increased lease payments to Toro and golf cart rentals; from \$3,500.00 to \$11,000.00, an increase of \$7,500.00 in account 641.641.211 Advertising; from \$15,000.00 to \$45,000.00, an increase of \$30,000 in account 641.641.221 Repair and Maintenance – Equipment for increased repairs; and from \$25,000.00 to \$35,000.00, an increase of \$10,000.00 in account 641.641.223 Repair and Maintenance – Building for increased repairs. This increases Fox Run Golf Course total appropriations from \$1,079,311.00 to \$1,221,811.00, an increase of \$142,500.00. Financing for this increase will be from an increased transfer from the General Fund of \$142,500.00 as explained in number (9) above.

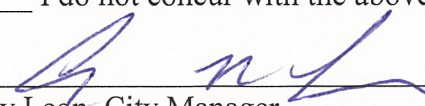
It is recommended that the City Commission introduce and have the first reading and set December 10, 2018 as the second reading and public hearing of Ordinance #1013, amending Ordinance #1001, the 2018 Fiscal Year Budget Ordinance.

Thank you,



Al Viereck  
Finance Officer

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



\_\_\_\_\_  
Amy Leon, City Manager



	Ord 1003		Ord 1013		
Special Appropriations	130,064	9.	10,000	140,064	
TOTAL SPECIAL APPROPRIATIONS	<u>130,064</u>	9.	10,000	<u>140,064</u>	
Culture - Recreation:					
Senior Citizens Center	65,984			35,000	100,984
Community Library	<u>777,878</u>			<u>26,000</u>	<u>803,878</u>
TOTAL CULTURE - RECREATION	<u>843,862</u>			<u>61,000</u>	<u>904,862</u>
Other Financing Uses / Transfers Out	<u>2,784,348</u>	10.	740,210	<u>3,524,558</u>	9. <u>293,900</u> 3,818,458
TOTAL OTHER FINANCING USES	<u>2,784,348</u>	10.	740,210	<u>3,524,558</u>	10. <u>293,900</u> 3,818,458
TOTAL APPROPRIATIONS	<u>\$ 14,287,342</u>	11.	1,337,836	<u>\$ 15,625,178</u>	11. <u>\$577,900</u> \$16,203,078
B. Means of finance					
Unappropriated Fund Balances	<u>\$ 2,293,927</u>	12.	1,337,836	<u>\$ 3,631,763</u>	12. <u>577,900</u> \$ 4,209,663
Current Property Taxes	2,596,887				
Sales & Other Taxes	5,758,215				
Licenses & Permits	344,675				
Intergovernmental Revenue	799,255				
Charges for Goods & Services	2,212,122				
Fines & Forfeits	9,000				
Miscellaneous Revenues	<u>35,500</u>				
TOTAL REVENUE	<u>11,755,654</u>				
Other Financing Sources / Transfers In	<u>237,761</u>				
TOTAL MEANS OF FINANCE	<u>\$ 14,287,342</u>	13.	1,337,836	<u>\$ 15,625,178</u>	13. <u>577,900</u> \$ 16,203,078

SECTION II - SPECIAL REVENUE

		Ord 100:		Ord 101:	
A. Appropriations					
Parks & Recreation	\$ 1,260,976			14	\$ 57,400 \$ 1,318,376
Memorial Park Pool	213,900				
Summit Activies Center	778,826			15.	55,000 833,826
Marne Creek	171,137			16.	25,500 196,637
Casualty Reserve Fund	5,000				
Bridge & Street Fund	1,497,321			17.	550,000 2,047,321
911/Dispatch	798,516	14.	647,210		1,445,726
Business Improvement District	140,000			18.	200,000 340,000
Lodging Sales Tax	727,639	15.	31,200		758,839 19. 30,000 788,839
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.	44,720			20.	650,000 694,720
TOTAL APPROPRIATIONS	<u>\$ 5,638,035</u>	16.	678,410		<u>\$ 6,316,445</u> 21. <u>1,567,900</u> <u>\$ 7,884,345</u>
B. Means Of Finance					
Unappropriated Fund Balance	<u>\$ 1,019,459</u>	17.	31,200		<u>1,050,659</u> 22. <u>230,000</u> <u>\$ 1,280,659</u>
Parks & Recreation Revenue	17,730				
Memorial Pool Revenue	57,100				
Summit Activies Center Revenue	468,570				
Marne Creek Revenue	300				
Casualty Reserve - Interest	250				
Bridge & Street Revenue	876,527				
911/Dispatch	144,013				
Business Improvement District	142,500				
Lodging Tax	646,436				
Infrastructure Improvement Revolving	44,720			23.	650,000 694,720
TOTAL REVENUE	<u>2,398,146</u>			24.	<u>650,000</u> <u>3,048,146</u>
Transfer From General Fund	<u>2,468,642</u>	18.	647,210		<u>3,115,852</u> 25. <u>137,900</u> <u>3,253,752</u>
Transfer From Special Capital Fund	<u>712,130</u>			26.	<u>550,000</u> <u>1,262,130</u>
TOTAL MEANS OF FINANCE	<u>\$ 6,598,377</u>	19.	678,410		<u>\$ 7,276,787</u> 27. <u>1,567,900</u> <u>\$ 8,844,687</u>

SECTION III - CAPITAL PROJECT FUNDS

A. Appropriations						
Public Improvement	\$ -					
Airport Capital Projects	875,000	Ord 1003			Ord 1013	
Park Capital Projects	50,000	20.	66,000	116,000		
Infrastructure Improvement Construction	100,000					
Special Capital Improvement	8,167,164	21.	1,339,517	9,506,681	28.	1,375,000 10,881,681
Tax Incr. District #2 Morgan Square	50,393					
Tax Incr. District #5 Menards	194,590					
Tax Incr. District #6 Westbrook Estates	17,573				29.	250,000 267,573
Tax Incr. District #7 West 10th Street	10,000					
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 9,464,720</u>	22.	1,405,517	<u>\$ 10,870,237</u>	30.	<u>1,625,000</u> <u>\$ 12,495,237</u>
B. Means of Finance						
Unappropriated Fund Balance	\$ 5,226,561	23.	1,339,517	\$ 6,566,078	31.	<u>1,375,000</u> <u>\$ 7,941,078</u>
Airport Capital Projects	798,750					
Special Capital Improvement	5,397,731					
TID #2 Morgan Square	50,393					
TID #5 Menards	140,281					
TID #6 Westbrook Estates	17,573				32.	250,000 267,573
TID #7 West 10th Street	10,000					
<b>TOTAL REVENUE</b>	<u>6,414,728</u>				33.	<u>250,000</u> <u>6,664,728</u>
Transfer from General Fund	41,562	24.	66,000	107,562		
Transfer from BBB Fund	59,309					
Transfer from Infrastructure Impr. Fund	44,720					
<b>TOTAL OTHER FINANCING SOURCES</b>	<u>145,591</u>	25.	66,000	<u>211,591</u>		
<b>TOTAL MEANS OF FINANCE</b>	<u>\$ 11,786,880</u>	26.	1,405,517	<u>\$ 13,192,397</u>	34.	<u>1,625,000</u> <u>\$ 14,817,397</u>

SECTION IV - ENTERPRISE FUNDS  
MEMO ONLY

	Cemetery						
Unappropriated Fund Balance	\$ 1,491						
Estimated Revenues:							
Operations	26,000	Ord 1003			Ord 1013		
Other	1,750						
TOTAL REVENUE	<u>27,750</u>						
Operating Transfer In	<u>74,144</u>	27.	27,000	<u>101,144</u>	35.	13,500	114,644
Depreciation	-						
Amortization	-						
Revolving Loan Funds	-						
Grant Funds	-						
TOTAL FUNDS AVAILABLE	<u>\$ 103,385</u>	27.	27,000	<u>\$ 130,385</u>	35.	13,500	<u>\$ 143,885</u>
Appropriations:							
Operating	\$ 99,394				35.	1,500	100,894
Non-Operating	-						
Operating Transfer Out	-						
Improvement & Exts/Capital	2,500	27.	27,000	29,500	35.	12,000	41,500
Unobligated	<u>1,491</u>						
TOTAL APPROPRIATIONS	<u>\$ 103,385</u>	27.	27,000	<u>\$ 130,385</u>	35.	13,500	<u>\$ 143,885</u>





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

Adopted:

\_\_\_\_\_  
Nathan V. Johnson  
Mayor

ATTEST :

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

Introduction and first reading: November 26, 2018

Second reading: December 10, 2018

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

I so certify

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

## ***Memorandum #18-247***

*To: City Commission*  
*From: Finance Officer*  
*Date: November 15, 2018*  
*Subject: Municipal Election Board*

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

I recommend the following election workers to be appointed to serve for the City of Yankton Special Opt Out Election to be held on December 11, 2018.

VOTE CENTER 1

Julie Blunck - Superintendent  
Randy Blunck - Deputy  
Nora Lee - Deputy  
JoLyn Ryken - Deputy  
Janet Moderegger – Deputy

VOTE CENTER 2

Sharon Fiedler - Superintendent  
Malena Diede - Deputy  
Bob Diede – Deputy  
Ann Mello - Deputy  
Elaine Harty - Deputy

VOTE CENTER 3 (ABSENTEE)

Sandy Skinner  
Myrna Hunhoff  
Lois Furdeck

Vote Center Reserve List

Nancy Fisher  
Paula Hallberg  
JoAnn Huitema

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



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Al Viereck  
Finance Officer

## ORDINANCE #1014

AN ORDINANCE AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES OF THE CITY OF YANKTON BY AMENDING VARIOUS SECTIONS THERIN REGARDING THE LICENSING OF PEDDLERS AND SOLICITORS OPERATING WITHIN CITY LIMITS.

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

CHAPTER 13, LICENSES AND BUSINESS REGULATIONS, BE AMENDED AS FOLLOWS:

### Chapter 13 -LICENSES AND BUSINESS REGULATIONS

#### Sec. 13-99. Issuance of license; scope.

- (a) In those cases where all of the requirements for a peddler or solicitor license required by this division are met and upon payment of the license fee, in advance, by the applicant, ~~the board of city commissioners~~ the City Manager or the City Manager's designee upon reviewing the application and all pertinent information may, in their discretion, approve the issuance of a license for the time for which the license fee has been paid in advance if the City Manager or the City Manager's designee believes the issuance to be in the in the public's interest. When the City Manager or the City Manager's designee considers a peddler or solicitor license application, he or she may consider all contents and proposals within the application and the impact to the public that may result, the manner in which the applicant previously conducted business, history of compliance with City ordinances and State law, and recommendations and complaints of City staff and the general public, if any.
- (b) If a license is denied by the City Manager or the City Manager's designee, an applicant may request that the denied application be submitted to the City Commission for reconsideration at a regularly scheduled meeting using the same criteria governing the issuance of a license by the City Manager or the City Manager's designee.
- ~~(a)~~(c) The license shall contain the name, address and signature of the licensee; the kind of goods to be sold; the date of issuance, the length of time that the license shall be operative; as well as the license number and other identifying description of the vehicle used by the applicant in connection with the business. The finance officer shall keep a permanent record of all licenses issued. No peddler or solicitor shall operate beyond the initial licensing period without filing a new application and obtaining a new license from the City Manager or the City Manager's designee or from the bBoard of eCity eCommissioners in accordance with this Section. ~~City Manager or the City Manager's designee.~~

(Rev. Ords. 1949, § 6.1407(b); Ord. No. 592, § 1, 1-26-87)

First Reading: November 26, 2018  
Second Reading and Adoption:  
Publication:  
Effective Date:

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Nathan V. Johnson, Mayor

Attest: \_\_\_\_\_

Al Viereck, Finance Officer

**Memorandum #18-250**

**To:** Amy Leon, City Manager  
**From:** Bradley Moser, Civil Engineer  
**Subject:** Establishing ADA Parking Stalls at 114 Douglas Avenue  
**Date:** November 19, 2018

---

Attached is Resolution #18-83 which, if passed establishes two (2) disability parking stalls in the street immediately in front of 114 Douglas Avenue.

This resolution has been prepared in response to the change in occupancy and use for the building at this address. What was once a gas and service station has now been renovated into a small retail center that is home to a restaurant as well as some Health and Fitness shops.

With the additional amount of "walk-in" clientele that these types of businesses will draw and to help meet federal regulations for ADA requirements, staff has determined that this would be a good location for ADA parking stalls. There is currently a dropped curb along the entire frontage of the property which would make it very easy to provide two ADA parking stalls with an access aisle between, to allow for van accessibility.

In general, there is adequate ADA parking stalls in the downtown area, however as changes happen and development occurs, the need for additional ADA stalls may have to be reviewed.

Respectfully submitted,

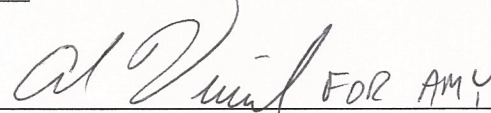


Bradley Moser  
Civil Engineer

**Recommendation: It is recommended that the City Commission adopt Resolution #18-83 establishing two (2) disability parking stalls with an access aisle at 114 Douglas Avenue.**

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon  
City Manager

cc: Adam Haberman

\_\_\_\_ Roll call

**RESOLUTION 18-83**

A RESOLUTION AUTHORIZING THE ESTABLISHMENT  
OF DISABILITY PARKING SPACES – 114 DOUGLAS AVENUE

WHEREAS, the City of Yankton desires to provide vehicle parking spaces for persons with physical disabilities, within the community, and

WHEREAS, in order to provide convenient parking for persons with disabilities, designated parking stalls need to be established, and

WHEREAS, said parking spaces shall be reserved for the parking of vehicles displaying a physically disabled parking permit or license plate only

NOW, THEREFORE IT BE RESOLVED, by the Board of City Commissioners of the City of Yankton, that two (2) disability parking stalls and an access aisle be designated, marked and maintained at the following location:

114 Douglas Avenue

Adopted:

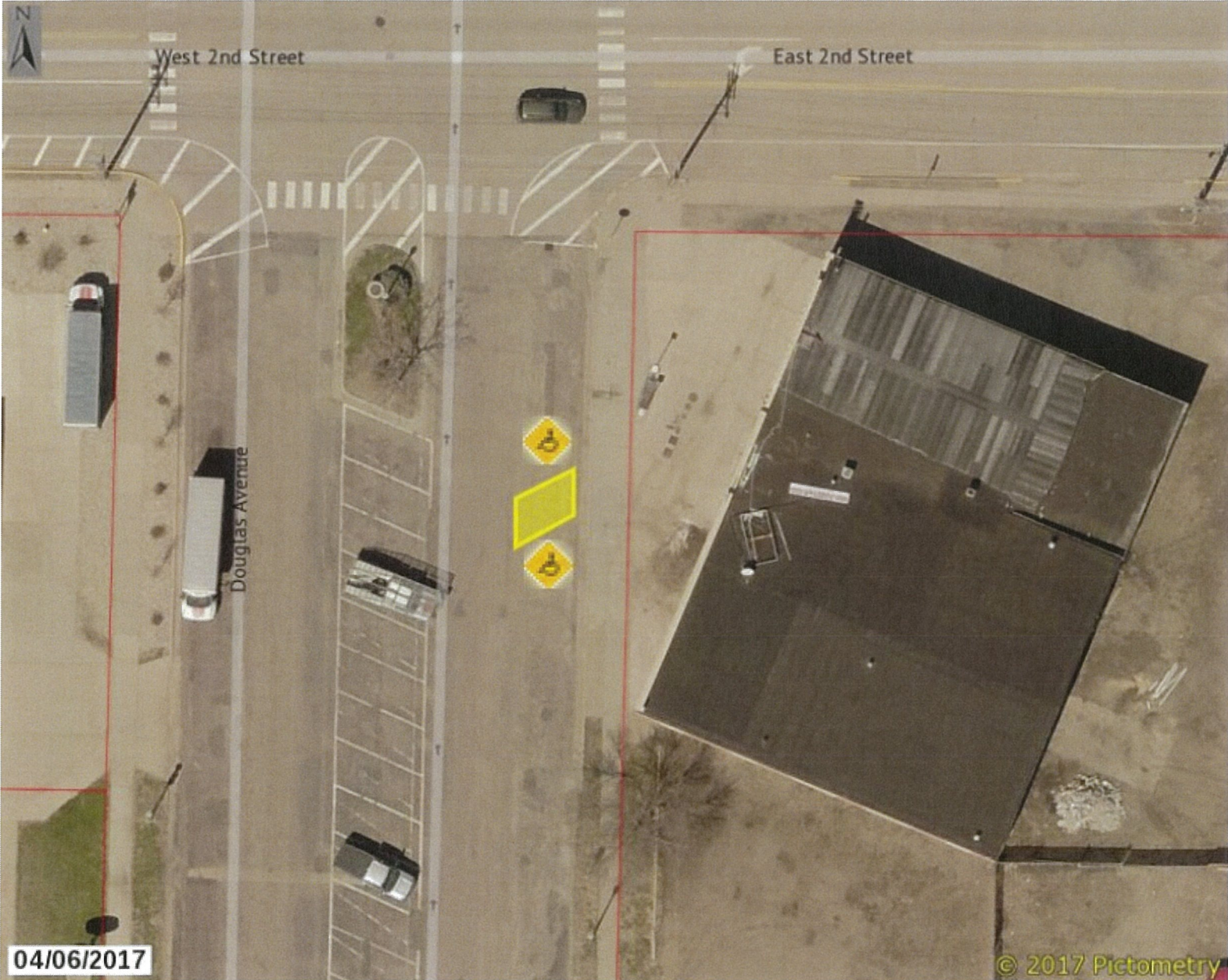
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Nathan V Johnson  
Mayor

ATTEST:

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Al Viereck  
Finance Officer



West 2nd Street

East 2nd Street

Douglas Avenue

04/06/2017

© 2017 Pictometry

**Memorandum #18-249**

**To:** Amy Leon, City Manager  
**From:** Bradley Moser, Civil Engineer  
**Subject:** Change Order Number 1, Final Project Acceptance and Final Payment for the West City Limits Road (WCLR) Pavement Replacement from 9<sup>th</sup> to 31<sup>st</sup>  
**Date:** November 16, 2018

---

The long-anticipated reconstruction of a once City/County roadway is now complete. An Agreement between the two entities allowed for the design and reconstruction of WCLR from 9<sup>th</sup> Street to 31<sup>st</sup> Street excluding the portion from Golf View Lane to the railroad crossing which was done last year. D&G Concrete Construction, Inc. was the general contractor for the approximately 2-mile project.

The scope of the project included replacing the asphalt 2-lane road with a 3-lane 8" PCC surface. Side street intersections and approach pavements were also replaced during the construction.

As can be expected with most projects and especially one of this size there were some modification in design and changes in quantities during the construction process.

As you can see from the attached Change Order No. 1, the changes, in quantities resulted in a net increase to the project cost of \$27,884.67. This adjusted the construction cost from \$2,298,162.77 to \$2,326,047.44. The contractor did complete the project by the completion date therefore no liquidated damages were assessed.

At least a portion of two of the bigger increases was due to "soft" areas that were discovered after the existing pavement was removed. Additional unclassified excavation and base course material was installed to provide a stable base for pavement. The increase in 8" PCC pavement was largely due to the need for additional paving on the side street intersections to provide a better transition onto the new street. Additional steel was added over the drainage pipes north of the 21<sup>st</sup> Street intersection to help prevent the severe heaving that was experienced there every year.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$39,802.77, to D&G Concrete Construction, Inc., based on the attached final pay request.

Respectfully submitted,



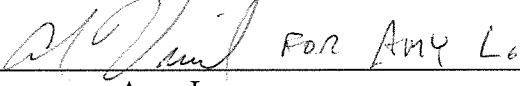
Bradley Moser  
Civil Engineer



**Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed reconstruction on West City Limits Road, and authorize the Finance Officer to issue a manual check to D&G Concrete Construction, Inc., in the amount of \$39,802.77, as detailed in Memorandum #18-249.**

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon  
City Manager

cc: Adam Haberman (electronic)  
file

\_\_\_\_ Roll call

CITY OF YANKTON  
CHANGE ORDER #1

CONTRACTOR: D & G CONCRETE CONSTRUCTION, INC.  
PROJECT NO. 2017-042  
DESCRIPTION: WCLR PROJECT (2018)  
PAVEMENT REPLACEMENT (9TH TO 31TH)

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

BID ITEM	ORIGINAL QUANTITY	FINAL QUANTITY	CHANGE IN QUANTITY	UNIT PRICE	TOTAL AMOUNT
2. SAW EXISTING CONCRETE	320	548	228.00	\$6.00	\$1,368.00
3. SAW EXISTING ASPHALT	500	487	-13.00	\$4.50	(\$58.50)
4. REMOVAL OF CONCRETE PAVEMENT (SY)	1074	1070	-4.00	\$3.86	(\$15.44)
5. REMOVAL OF ASPHALT PAVEMENT (SY)	48688	48702	14.00	\$1.90	\$26.60
6. REMOVAL OF CURB & GUTTER	439	252	-187.00	\$5.29	(\$989.23)
10. UNDERCUTTING (CY)	500	0	-500.00	\$10.84	(\$5,420.00)
12. WATER FOR EMBK. OR GRANULAR MATERIAL (K GAL)	100	78	-22.00	\$15.00	(\$330.00)
13. TEMPORARY MAILBOX LOCATION	16	6	-10.00	\$110.00	(\$1,100.00)
14. SEEDING, MULCHING, FERTILIZER	1	1.22	0.22	\$9,265.00	\$2,117.05
15. VEHICLE TRACKING CONTROL	4	0	-4.00	\$750.00	(\$3,000.00)
16. SEDIMENT CONTROL - WATTLE	500	0	-500.00	\$4.36	(\$2,180.00)
17. GEOTEXTILE FABRIC	4500	1984	-2516.00	\$2.19	(\$5,510.04)
18. SILT FENCE	500	20	-480.00	\$4.36	(\$2,092.80)
19. TRAFFIC CONTROL	1428	2121	693.00	\$4.40	\$3,049.20
21. 8" PCC PAVEMENT	45466	45795	329.00	\$37.00	\$12,173.00
22. 6" PCC PAVEMENT	611	502	-109.00	\$35.00	(\$3,815.00)
23. INSERT STEEEL BARS	829	630	-199.00	\$11.00	(\$2,189.00)
24. 8" PCC FILLET SECTION	6100	6327	227.00	\$10.00	\$2,270.00
25. 6" PCC FILLET SECTION	1618	1459	-159.00	\$10.00	(\$1,590.00)
26. 6" APPROACH P.C.C. PAVEMENT (SF)	4982	5857	875.00	\$7.00	\$6,125.00
27. 6" CONCRETE MAILBOX TURNOUT	417	392	-25.00	\$8.00	(\$200.00)
28. 6" SIDEWALK	1152	1049	-103.00	\$7.00	(\$721.00)
29. DETECTABLE WARNING PANELS	84	86	2.00	\$50.00	\$100.00
30. CONCRETE CURB & GUTTER (B66) (LF)	291	135	-156.00	\$35.00	(\$5,460.00)
31. 6" AGGREGATE BASE COURSE	48266	55307	7041.00	\$2.20	\$15,490.20
45. ADJUST MH FRAME & LID	3	4	1.00	1000	\$1,000.00
47. UNCLASSIFIED EXCAVATION (EXTRA)	0	1828	1828.00	\$5.18	\$9,469.04
48. REINFORCING STEEL OVER CULVERTS	0	1	1.00	\$2,750.00	\$2,750.00
49. SHAPING, TRIMMING EXISTING BASE	0	9877	9877.00	\$0.67	\$6,617.59
TOTALS FOR CHANGE ORDER #1					\$27,884.67

ORIGINAL CONTRACT AMOUNT: \$ 2,298,162.77

THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE DECREASED/ BY: \$27,884.67

THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: \$ 2,326,047.44

ORIGINAL COMPLETION DATE: NOVEMBER 1ST 2018

ADJUSTED COMPLETION DATE: 0 DAYS

APPROVALS REQUIRED:

ACCEPTED BY:

  
CONTRACTOR

ORDERED BY:

\_\_\_\_\_  
CITY OF YANKTON

**CITY OF YANKTON  
PROGRESS ESTIMATE**

CONTRACTOR: D & G Concrete Construction, Inc.  
PROJECT NO: 2017-042  
DESCRIPTION: WCLR Pavement Replacement (9th to 31st)

PROGRESS EST. NO: Final  
PERIOD: 10-20-18 TO 11-1-18

DATE OF CONTRACT: 04/27/2018  
AMOUNT OF CONTRACT AS AWARDED: \$2,298,162.77  
CHANGE ORDERS:  
#1 \$27,884.67  
#2  
#3

CONTRACT PERIOD November 1, 2018 completion  
% OF TIME USED: 100%  
% COMPLETED: 100%

PREVIOUS PAYMENTS AUTHORIZED:  
EST. PAYMENTS AUTH.  
#1 \$106,544.25  
#2 \$274,101.40  
#3 \$297,422.14  
#4 \$679,585.16  
#5 \$281,438.82  
#6 \$305,081.18  
#7 \$342,071.72

TOTAL CHANGE ORDERS:  
TOTAL AMENDED CONTRACT AMOUNT: \$2,326,047.44  
TOTAL PREVIOUS PAYMENTS AUTHORIZED \$2,286,244.67

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
1	MOBILIZATION	1	LS	\$79,300.00	1.0	\$79,300.00
2	SAW EXISTING CONCRETE	320	LF	\$6.00	548.0	\$3,288.00
3	SAW EXISTING ASPHALT	500	LF	\$4.50	487.0	\$2,191.50
4	REMOVAL OF CONCRETE PAVEMENT	1074	SY	\$3.86	1070.0	\$4,130.20
5	REMOVAL OF ASPHALT PAVEMENT	48688	SY	\$1.90	48702.0	\$92,533.80
6	REMOVAL OF CURB AND GUTTER	439	LF	\$5.29	252.0	\$1,333.08
7	REMOVE 18" CMP CULVERT	46	LF	\$4.23	46.0	\$194.58
8	REMOVE 18" RCP	18	LF	\$5.29	18.0	\$95.22
9	UNCLASSIFIED EXCAVATION	1	LS	\$65,839.34	1.0	\$65,839.34
10	UNDERCUTTING	500	CY	\$10.84	0.0	\$0.00
11	TOPSOIL	1	LS	\$10,421.30	1.0	\$10,421.30
12	WATER FOR EMBK. OR GRANULAR MATERIAL	100	K GAL	\$15.00	78.0	\$1,170.00
13	TEMPORARY MAILBOX RELOCATION	16	EA	\$110.00	6.0	\$660.00
14	SEEDING, MULCHING, FERTILIZER	1	LS	\$9,265.00	1.2	\$11,382.05
15	VEHICLE TRACKING CONTROL	4	EA	\$750.00	0.0	\$0.00
16	SEDIMENT CONTROL WATTLE	500	LF	\$4.36	0.0	\$0.00
17	GEOTEXTILE FABRIC	4500	SY	\$2.19	1984.0	\$4,344.96
18	SILT FENCE	500	LF	\$4.36	20.0	\$87.20
19	TRAFFIC CONTROL	1428	UNITS	\$4.40	2121.0	\$9,332.40
20	TRAFFIC CONTROL MISCELLANEOUS	1	LS	\$10,144.70	1.0	\$10,144.70
21	8" PCC PAVEMENT	45466	SY	\$37.00	45795.0	\$1,694,415.00
22	6" PCC PAVEMENT	611	SY	\$35.00	502.0	\$17,570.00
23	INSERT STEEL BARS INTO PAVEMENT	829	EA	\$11.00	630.0	\$6,930.00
24	8" P.C.C.P. FILLET SECTION	6100	SF	\$10.00	6327.0	\$63,270.00
25	6" P.C.C.P. FILLET SECTION	1618	SF	\$10.00	1459.0	\$14,590.00
26	6" APPROACH P.C.C. PAVEMENT	4982	SF	\$7.00	5857.0	\$40,999.00
27	6" CONCRETE MAILBOX TURNOUT	417	SF	\$8.00	392.0	\$3,136.00
28	6" CONCRETE SIDEWALK	1152	SF	\$7.00	1049.0	\$7,343.00
29	DETECTABLE WARNING PANEL	84	SF	\$50.00	86.0	\$4,300.00
30	CONCRETE CURB & GUTTER (B66)	291	LF	\$35.00	135.0	\$4,725.00
31	6" AGGREGATE BASE COURSE	48266	SY	\$2.20	55307.0	\$121,675.40
32	F&I 18" RCP - CL3	184	LF	\$42.32	184.0	\$7,786.88
33	2'X3' TYPE B INLET	1	EA	\$1,851.50	1.0	\$1,851.50
34	F&I SAFETY END SECTION	3	EA	\$830.53	3.0	\$2,491.59
35	STORM SEWER PIPE BEDDING MATERIAL	208	LF	\$6.35	208.0	\$1,320.80
36	F&I 8" PVC WATERMAIN C-900	100	LF	\$33.86	100.0	\$3,386.00
37	F&I 8" MEGALUGS	3	EA	\$68.77	3.0	\$206.31
38	F&I 8" MJ SLEEVE	1	EA	\$290.95	1.0	\$290.95
39	F&I 8" MJ CAP	1	EA	\$211.60	1.0	\$211.60
40	F&I 2' VALVE BOX RISER	1	EA	\$132.25	1.0	\$132.25
41	F&I 1' FH RISER	1	EA	\$687.70	1.0	\$687.70
42	GRANULAR MATERIAL FOR WATER MAIN	100	LF	\$4.23	100.0	\$423.00
43	F&I SANITARY SEWER MANHOLE	1	EA	\$2,909.50	1.0	\$2,909.50
44	F&I 8" PVC SEWER MAIN	150	LF	\$34.39	150.0	\$5,158.50
45	ADJUST MH FRAME & LID	3	EA	\$1,000.00	4.0	\$4,000.00
46	SANITARY SEWER PIPE BEDDING MATERIAL	150	LF	\$6.35	150.0	\$952.50
47	UNCLASSIFIED EXCAVATION (EXTRA)	0	CY	\$5.18	1828.0	\$9,469.04
48	REINFORCING STEEL OVER CULVERTS	0	LS	\$2,750.00	1.0	\$2,750.00
49	SHAPING, TRIMMING EXISTING BASE	0	SY	\$0.67	9877.0	\$6,617.59
<b>TOTAL</b>						<b>\$2,326,047.44</b>
GRAND TOTAL						\$2,326,047.44
LESS RETAINED 0%						\$0.00
NET TOTAL						\$2,326,047.44
LESS PAYMENTS AUTHORIZED						\$2,286,244.67
AMOUNT DUE CONTRACTOR THIS ESTIMATE						<u>\$39,802.77</u>

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CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

D: & Concrete Const., Inc By [Signature], Pres. DATE 11/15/2018  
CONTRACTOR SIGNATURE

---

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

\_\_\_\_\_  
ENGINEER'S SIGNATURE DATE \_\_\_\_\_

REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

**Memorandum #18-248**

**To:** Amy Leon, City Manager  
**From:** Bradley Moser, Civil Engineer  
**Subject:** Change Order Number 1, Final Project Acceptance and Final Payment of the Highway 50 Trail Extension  
**Date:** November 15, 2018

With a continued effort to expand the amount of sidewalk/trail available to pedestrians, the City of Yankton has completed the installation of a new 8' wide trail section in the southeast portion of the City. The approximate 3,052 linear feet of trail along Highway 50 spans from the Chamber of Commerce to the west side of Vishay Dale Electronics, Inc. This project was originally intended to be part of the South Dakota Department of Transportation (SDDOT) Highway 50 replacement project but was removed in order to accommodate some changes in design and scope of work. Because of this, the SDDOT agreed to contribute a lump sum of \$61,000.00 towards the completion of the project.

In order to provide a safer environment and to help distinguish between public and private land, additional amenities such as curb and gutter were added to the scope of work. These amenities help in limiting vehicle access across the trail in areas other than dedicated approaches.

The original contract amount to complete all this work was \$248,709.03. As is normally the case, there were changes during the construction. The result of the changes is a decrease in construction cost, of \$5,803.49. The largest item contributing to the contract change was seeding. With the Parks & Recreation Department needing to perform some trenching in that area next year, it was decided to not have the seeding completed. This was a savings of \$3,675.00.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$66,243.30 to D&G Concrete Construction, Inc., based on the attached final pay request.

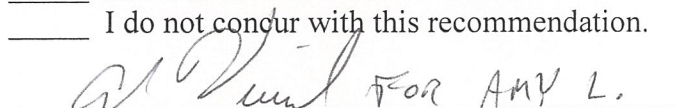
Respectfully submitted,



Bradley Moser  
Civil Engineer

**Recommendation:** It is recommended that the City Commission approve Change Order No. 1, accept the completed construction of the Highway 50 trail, and authorize the Finance Officer to issue a manual check to D&G Concrete Construction, Inc. in the amount of \$66,243.30 as detailed in Memorandum #18-248.

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



Amy Leon  
City Manager

cc: Adam Haberman (electronic)  
file

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

CITY OF YANKTON  
CHANGE ORDER #1

CONTRACTOR: D & G CONCRETE CONSTRUCTION, INC.  
 PROJECT NO. 2018-017  
 DESCRIPTION: EAST 50 SIDEWALK PROJECT  
 SIDEWALK FROM PADDLEWHEEL DRIVE TO FERDIG AVE.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

BID ITEM	ORIGINAL QUANTITY	FINAL QUANTITY	CHANGE IN QUANTITY	UNIT PRICE	TOTAL AMOUNT
2. SAW EXISTING CONCRETE	80	0	-80.00	\$5.00	(\$400.00)
3. SAW EXISTING ASPHALT	125	70	-55.00	\$5.00	(\$275.00)
4. REMOVAL OF CONCRETE PAVEMENT (SY)	30	0	-30.00	\$31.50	(\$945.00)
5. REMOVAL OF ASPHALT PAVEMENT (SY)	50	112	62.00	\$26.25	\$1,627.50
8. SEEDING, MULCHING, FERTILIZER	1	0	-1.00	\$3,675.00	(\$3,675.00)
9. SILT FENCE	250	0	-250.00	\$4.20	(\$1,050.00)
10. INLET SEDIMENT CONTROL	7	0	-7.00	\$183.75	(\$1,286.25)
12. 6" PCC FILLET SECTION	1713	2164	451.00	\$7.30	\$3,292.30
13. 6" APPROACH P.C.C. PAVEMENT (SF)	9828	8889	-939.00	\$5.50	(\$5,164.50)
14. CONCRETE CURB & GUTTER (B66) (LF)	941	1082	141.00	\$15.00	\$2,115.00
15. 6"X12" VERTICAL CURB	1130	853	-277.00	\$15.00	(\$4,155.00)
16. 6" SIDEWALK	20162	20136	-26.00	\$5.29	(\$137.54)
21. RELOCATE FIRE HYDRANT	2	6	4.00	\$1,312.50	\$5,250.00
22. ADJUST MH FRAME & LID	1	0	-1.00	\$1,000.00	(\$1,000.00)
TOTALS FOR CHANGE ORDER #1					(\$5,803.49)

ORIGINAL CONTRACT AMOUNT: \$ 248,709.03

THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE DECREASED BY: (\$5,803.49)

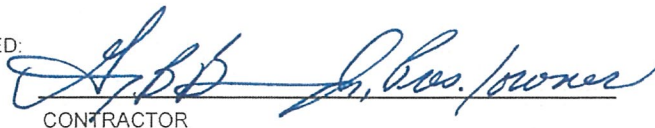
THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: \$ 242,905.54

ORIGINAL COMPLETION DATE: NOVEMBER 1ST 2018

ADJUSTED COMPLETION DATE: 0 DAYS

APPROVALS REQUIRED:

ACCEPTED BY:

  
CONTRACTOR

ORDERED BY:

\_\_\_\_\_  
CITY OF YANKTON

**CITY OF YANKTON  
PROGRESS ESTIMATE**

CONTRACTOR: D & G Concrete Construction, Inc.  
PROJECT NO: 2018-017  
DESCRIPTION: East 50 sidewalk project

PROGRESS EST. NO: Final  
PERIOD: 10-20-18 TO 11-1-18

DATE OF CONTRACT: 07/04/2018  
AMOUNT OF CONTRACT AS AWARDED: \$248,709.03  
CHANGE ORDERS:  
#1 (\$5,803.49)  
#2  
#3

CONTRACT PERIOD November 1, 2018 completion  
% OF TIME USED: 100%  
% COMPLETED: 100%

PREVIOUS PAYMENTS AUTHORIZED  
EST. PAYMENTS AUTH.  
#1 \$176,662.24  
#2  
#3  
#4

TOTAL CHANGE ORDERS:  
TOTAL AMENDED CONTRACT AMOUNT: \$242,905.54  
TOTAL PREVIOUS PAYMENTS AUTHORIZED \$176,662.24

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
1	MOBILIZATION	1	LS	\$11,575.00	1.0	\$11,575.00
2	SAW EXISTING CONCRETE	80	LF	\$5.00	0.0	\$0.00
3	SAW EXISTING ASPHALT	125	LF	\$5.00	70.0	\$350.00
4	REMOVAL OF CONCRETE PAVEMENT	30	SY	\$31.50	0.0	\$0.00
5	REMOVAL OF ASPHALT PAVEMENT	50	SY	\$26.25	112.0	\$2,940.00
6	UNCLASSIFIED EXCAVATION	1	LS	\$7,875.00	1.0	\$7,875.00
7	TOPSOIL	1	LS	\$3,675.00	1.0	\$3,675.00
8	SEEDING, MULCHING, FERTILIZER	1	LS	\$3,675.00	0.0	\$0.00
9	SILT FENCE	250	LF	\$4.20	0.0	\$0.00
10	INLET SEDIMENT CONTROL	7	EA	\$183.75	0.0	\$0.00
11	TRAFFIC CONTROL LANE CLOSURE	1	LS	\$4,050.00	1.0	\$4,050.00
12	6" FILLET SECTION	1713	SF	\$7.30	2164.0	\$15,797.20
13	6" APPROACH P.C.C. PAVEMENT	9828	SF	\$5.50	8889.0	\$48,889.50
14	CONCRETE CURB & GUTTER (B66)	941	LF	\$15.00	1082.0	\$16,230.00
15	6"X12" VERTICAL CURB	1130	LF	\$15.00	853.0	\$12,795.00
16	6" CONCRETE SIDEWALK	20162	SF	\$5.29	20136.0	\$106,519.44
17	2'X3' TYPE B INLET	1	EA	\$1,837.50	1.0	\$1,837.50
18	F&I 18" RCP - CL3	26	LF	\$47.25	26.0	\$1,228.50
19	STORM SEWER PIPE BEDDING MATERIAL	26	LF	\$8.40	26.0	\$218.40
20	CORE EXISTING INLET	1	EA	\$1,050.00	1.0	\$1,050.00
21	RELOCATE FIRE HYDRANT	2	EA	\$1,312.50	6.0	\$7,875.00
22	ADJUST MH FRAME & LID	1	EA	\$1,000.00	0.0	\$0.00
<b>TOTAL</b>						<b>\$242,905.54</b>
GRAND TOTAL						\$242,905.54
LESS RETAINED 0%						\$0.00
NET TOTAL						\$242,905.54
LESS PAYMENTS AUTHORIZED						\$176,662.24
AMOUNT DUE						
CONTRACTOR THIS ESTIMATE						<u>\$66,243.30</u>

**CERTIFICATION OF CONTRACTOR**

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

*D: G Concrete Const, Inc* By *[Signature]* DATE 11/15/2018  
CONTRACTOR SIGNATURE

**ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER**

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

ENGINEER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

## *Memorandum #18-251*

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Development Agreement between the City of Yankton and Yankton-Omaha Limited Partnership.  
**Date:** November 19, 2018

---


In August of 2017, the Board of City Commissioners approved Tax Incremental District #9 in an effort to create a tool that would help the property owners help themselves. Circumstances beyond the control of the City of Yankton or Yankton-Omaha Limited Partnership delayed the source of the increment (the hotel project) that was to be used for funding mall façade improvements. The attached agreement remains substantially the same as the previously approved agreement with the exception of the construction schedule. The proposed initial improvement to the mall under the new agreement would be completed by December 1, 2019. The previous agreement discussed the identified mall façade improvements being completed in 2018. If approved, this agreement would supersede the previous agreement.

As stated in the discussion when the project was originally developed, the previously approved TID #9 represents one of the only performance based tools the City has to assist an underperforming property like the Yankton Mall. The purpose of the TID is not to provide revenue for the mall owners or hotel owner, but rather to help the property look better in hopes that aesthetic improvements will create business interest at the site. If the project does not result in increased business opportunities at the site, the project will at a minimum, make the property more appealing to the traveling public.

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

We anticipate an updated version of the illustrations being available at the meeting on the 26th. Tobin Morris has assisted the City with packaging this project and will be at the meeting to help answer questions.

Respectfully submitted,



Dave Mingo, AICP

Community and Economic Development Director



**Recommendation: It is recommended that the City Commission approve Resolution #18-82 thereby authorizing execution of the updated agreement.**

I concur with this recommendation.

I do not concur with this recommendation.

*A. Leon For Amy L.*  
Amy Leon, City Manager

           Roll Call

**RESOLUTION #18-82**

**RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF YANKTON, SOUTH DAKOTA AND YANKTON-OMAHA  
LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP  
CONCERNING TAX INCREMENT FINANCING**

**WHEREAS**, by Resolution #17-33 dated August 28, 2017 pursuant to Chapter 11-9 of the South Dakota Codified Laws the Yankton Board of City Commissioners created Tax Incremental District (TID) Number 9 to promote development of the property identified in the associated Tax Incremental District Plan, and

**WHEREAS**, subsequent to adopting Resolution #17-33, the City Commission entered into an agreement with Yankton-Omaha Limited Partnership to define how the proceeds from the TID would be managed, and

**WHEREAS**, the original agreement was unable to be fulfilled in the timeframe defined in the original agreement at no fault of the parties to the agreement.

**NOW THEREF-RE BE IT RESOLVED**, that the Yankton Board of City Commissioners hereby approves the attached updated agreement between the two parties, and

**BE IT FURTHER RESOLVED**, that the terms of the attached agreement supersede the previous agreement.

Approved this 26th day of November, 2018

ATTEST:

\_\_\_\_\_  
Nathan V. Johnson, Mayor

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

(SEAL)

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE CITY OF YANKTON, SOUTH DAKOTA**

**AND**

**YANKTON-OMAHA LIMITED PARTNERSHIP,**

**A NEBRASKA LIMITED PARTNERSHIP**

**CONCERNING**

**TAX INCREMENT FINANCING**

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**THIS DEVELOPMENT AGREEMENT**, which replaces and supersedes the prior agreement, pursuant to Resolution No. 18-82, passed and approved on November 26<sup>th</sup>, 2018 is entered into by and between the CITY OF YANKTON, SOUTH DAKOTA (hereinafter called “City”) and YANKTON-OMAHA LIMITED PARTNERSHIP, a Nebraska limited partnership (hereinafter called “Developer”).

**WITNESSETH:**

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

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

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

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

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

**Article I. DEFINITIONS**

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

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

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

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

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

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

**“District”** means Tax Increment District.

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

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

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

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

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

**“Project Costs”** shall have the meaning specified above.

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

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

**“TID”** shall have the meaning specified above.

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

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

## **Article II. OBLIGATION AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

### **Article III. THE PROJECT**

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

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

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

any of its credit or funds for any improvements.

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

#### **Article IV. DUTIES AND OBLIGATIONS OF DEVELOPER**

(a) Developer agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. Developer agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. Developer also agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the subdivision and construction of improvements to the TID Property.

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

(c) Developer agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the Project Plan and the plans and specifications approved by the appropriate department of City. Developer also agrees to provide periodic reports of such construction to City upon reasonable request.

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

(e) Developer agrees to commence and complete the Project in substantial accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond Developer's control, then at City's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) Developer shall pay monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by Developer in regard to the development of the TID Property for all areas

owned by Developer during construction of the Project, and for so long as Developer owns those areas.

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

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

**Article V. DUTIES AND OBLIGATIONS OF THE CITY**

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

**Article VI. INSURANCE**

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

**Article VII. DEFAULT AND TERMINATION**

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

**Article VIII. INDEMNIFICATION**

Developer covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, City (and the elected officials, employees, officers, directors, and representatives of City) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon City directly or indirectly arising out of, resulting from or related to Developer's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of Developer, any agent, officer, director, representative, employee, consultant or subconsultants of Developer, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to City under South Dakota Law and without waiving any defenses of the parties under South Dakota Law. The provisions of this

INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Developer shall promptly advise City in writing of any claim or demand against City related to or arising out of Developer's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Developer's cost to the extent required under the Indemnity in this paragraph. City shall have the right, at their option and at their own expense, to participate in such defense without relieving Developer of any of its obligations under this paragraph.

#### **Article IX. LIABILITY**

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

#### **Article X. EXAMINATION OF RECORDS**

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

#### **Article XI. NON-WAIVER**

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

#### **Article XII. ASSIGNMENT**

(a) All covenants and agreements contained herein by City shall bind their successors and assigns and shall inure to the benefit of Developer and their successors and assigns.

(b) City may assign their rights and obligations under this Agreement, to any governmental Entity without prior consent of Developer. If City assigns their rights and obligations under this Agreement then City will send Developer written notice of such assignment within fifteen (15) days of such assignment.

(c) Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in the business of Developer; nor shall the foregoing apply to or prevent Developer from assigning the proceeds of this Agreement to a lending institution or other provider of capital in

order to obtain financing for the Project. In no event, however, shall City be obligated in any way to the aforementioned financial institution or other provider of capital.

**Article XIII. CONFLICT OF INTEREST**

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

**Article XIV. ENTIRE AGREEMENT**

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

**Article XV. CHANGES AND AMENDMENTS**

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

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

**Article XVI. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of City, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

**Article XVII. LEGAL AUTHORITY**

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

**Article XVIII. VENUE AND GOVERNING LAW**

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

**Article XIX. TAXES & LICENSES**

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

**Article XX. PARTIES' REPRESENTATIONS**

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

**Article XXI. NOTICE**

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

**City**  
City of Yankton

---

Yankton, SD 57078

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

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

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

#### **Article XXII. CAPTIONS**

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

#### **Article XXIII. TERM**

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

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

#### **Article XXIV. REFUNDING**

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

**(Signature Page Follows)**

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this 26<sup>th</sup> day of November 2018.

**CITY OF YANKTON, SOUTH DAKOTA**

\_\_\_\_\_  
Nathan V. Johnson, Mayor

ATTEST:

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

SEAL

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

\_\_\_\_\_  
By: T.L. Clauff  
Its: Manager



# EXHIBIT A

## Infrastructure Improvements

Yankton Mall Redevelopment Phase 1 Uses

8/22/2017

### Hard Costs

1) Exterior Mall	Approximately 100 linear ft EIFS/awnings/glass/ sconce lighting, demolition, etc	\$	500,000
	Frontage Sidewalk, landscaping of sidewalk, drive lane improvements	\$	105,000
	Contingency	\$	65,000

### Soft Costs

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

### Total

\$793,000.00

## **EXHIBIT B**

### **Location of Tax Increment District and Improvements**

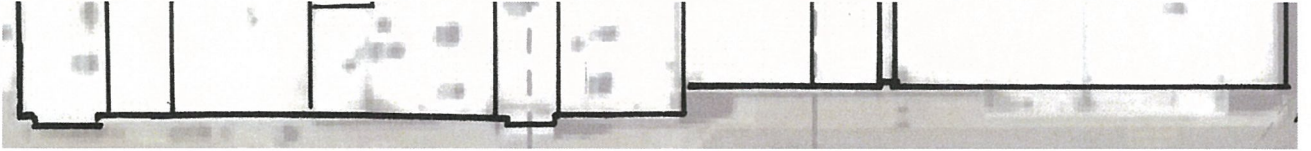
Lot 1A, Block 1 less Parcel 5, Slaughter's Subdivision, Lot 3A, Block 1, Section 12 less Parcel 4 and less part Parcel 5, Slaughter's Subdivision, Lots 5A, Block 1, Section 12, Slaughter's Subdivision, Lot 6 except Parcels 1, 2 and 3, Block 1, Slaughter's Subdivision all in the City of Yankton, South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

**Exhibit C**

**Construction Schedule**

**All initial improvements are expected to be completed by December 1, 2019.**

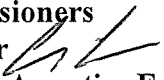






## Exhibit D

**Memorandum No. 18-252**

**TO: Mayor and City Commissioners**  
**FROM: Amy Leon, City Manager**   
**RE: Naming Rights Proposed Aquatics Facility**  
**DATE: November 14, 2018**

Attached is an Agreement between the City of Yankton, Dive In Yankton and the Mike, Cindy and Kylie Huether Family Foundation for Naming Rights for the proposed aquatics facility at Fantle Memorial Park.

The Mike, Cindy and Kylie Huether Foundation will contribute one million dollars (\$1,000,000) to the facility for perpetual naming rights.

The City of Yankton's Naming Rights Committee has discussed this proposal and recommends approval.

The City of Yankton along with Dive In Yankton would like to thank the Huether family for this generous contribution and for supporting our community in this special way.

**Recommendation: It is recommended that the City Commission approve the Agreement between the City of Yankton, Dive In Yankton and the Mike, Cindy and Kylie Huether Family Foundation and authorize the Mayor to sign said Agreement.**



# Naming Rights Agreement

Yankton Aquatics Facility

2020 Douglas Avenue, Yankton, South Dakota

This agreement made this 26 day of November, 2018, between The Mike, Cindy and Kylie Huether Family Foundation, hereinafter called the "Contributor," Dive In Yankton hereinafter called DIY and the City of Yankton, a municipal corporation of the State of South Dakota, located in Yankton County, hereinafter called the "City" all mutually being referred to hereinafter as "Parties."

**WHEREAS**, DIY and the City have been working to develop an Aquatic Facility, hereinafter called "Facility," in the general location of the current Fantle Memorial Park Swimming Pool, and

**WHEREAS**, said Facility location can be more specifically described as 2020 Douglas Avenue, Yankton, South Dakota on property legally described as the SE 1/4 of the NW 1/4, Section 7, T93N, R55W of the 5th P.M. in the City and County of Yankton, South Dakota, and

**WHEREAS**, the Contributor desires to assist DIY with funding the construction of the Facility and hereby agrees to provide the below stated level of funding, and

**WHEREAS**, in exchange for said funding, the City upon the recommendation of DIY and the City's Naming Rights Committee, agrees to name the Facility as stated below and utilize said name in print, media and other methods of communication in perpetuity from this point forward. City also agrees events held at the facility such as swim meets, festivals, and swimming lessons and the like will be marketed as being held at said name of the Facility.

**NOW, THEREFORE**, be it agreed by all Parties that the following terms of agreement shall be created to facilitate the official naming of the Facility.

- The Parties agree the name of the Facility will be: **The Huether Family Aquatics Center**
- The Contributor shall provide an amount of funding no less than \$1,000,000 (one million) dollars for the Facility. Funding will be provided to Dive in Yankton through the **Xyz Corporation (EIN: 26-1801357)**, a South Dakota 501(c) (3) non-profit corporation in good standing and noted as an obligation to DIY specifically for the Facility project.

- The contribution may be paid in \$100,000 increments over 10 years or less. All \$100,000 annual payments made payable to Xyz Corporation shall be due in the City Finance Office in January of each calendar year beginning no later than 2020. However, other payments over and above the January \$100,000 payments may be made at any time. The Contributor may, at their own choosing make larger payments in order to fulfill the obligation in a period of time less than 10 years.
- The Parties agree the naming right will be established for the useful life of the Facility and it shall be the City's obligation to maintain the condition of all name indicators (signs etc.) in perpetuity.
- The Parties agree that all announcements, media coverage, and presentations of the contribution will be coordinated and approved through DIY.
- The Parties agree design of signage and logo utilizing said name will be collaborated with the Contributor. Approval of the design of these items remains the right of the City.
- This agreement is specific to the naming of the Facility only and is of no consequence to the design, construction, operation and maintenance of the Facility.
- The Facility will be on City of Yankton owned property and will be owned by the City. The agreement does not convey any level of ownership to any party other than the City.
- The Parties agree the naming rights will be for the Facility only and that the name of the park will remain named Fantle Memorial Park.
- The parties agree that in the event that construction of the Facility is not substantially complete on or before the third anniversary of date of this Agreement, DIY shall return all unexpended funds given by Contributor to DIY pursuant to this Agreement and no further disbursements by Contributor shall be due and owing under this Agreement. DIY further acknowledges that the Contributor is relying upon the DIY's assurances that the chance of return of the gift for failure to construct the Facility is so remote as to be negligible.
- DIY agrees to abide by and accept the gift made pursuant to this Agreement subject to all the restrictions and conditions contained in this Agreement.
- Saving Clause. Should any section, clause, or provision of this agreement be declared by the Courts to be invalid, the same shall not affect the validity of the agreement as a whole or any part thereof, other than the part so declared to be invalid.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

by: \_\_\_\_\_  
Contributor                      Signature.                      Printed

ss:     State of South Dakota  
         County of Yankton

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a notary public within and for the County and State aforesaid, personally appeared \_\_\_\_\_ known to me to be the person(s) described in and who executed the within and foregoing instrument and certificate and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public                      seal  
  
Yankton County, South Dakota  
My commission expires on:

by: \_\_\_\_\_  
DIY President Josh Svatos                      Signature.

ss:     State of South Dakota  
         County of Yankton

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a notary public within and for the County and State aforesaid, personally appeared Josh Svatos, President of Dive In Yankton known to me to be the person described in and who executed the within and foregoing instrument and certificate and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public                      seal  
  
Yankton County, South Dakota  
My commission expires on:

Accepted pursuant to Resolution #18-\_\_\_\_ adopted by the Board of City Commissioners of the City of Yankton this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Nathan V. Johnson, Mayor

ATTEST:

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