



CITY OF YANKTON

2019_01_14

COMMISSION MEETING



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, January 14, 2019

City of Yankton Community Meeting Room

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

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

I. ROUTINE BUSINESS

1. **Roll Call**
2. **Approve Minutes of regular meeting of December 20, 2018** Attachment I-2
3. **Schedule of Bills** Attachment I-3
4. **Proclamation – City of Yankton** Attachment I-4
5. **City Manager’s Report** Attachment I-5
6. **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. **Work Session**
Setting date of January 28, 2019, at 6:00 pm in Room #114 of the Regional Technical Education Center for the next work session of the Yankton City Commission to discuss Polco
2. **Possible Quorum Event**
January 19, 2019, for 2019 Legislative Cracker Barrel, no official commission action

3. **Possible Quorum Event**
January 29, 2019, for 2019 Yankton Day at the Legislature, no official commission action
4. **Possible Quorum Event**
February 2, 2019, for 2019 Legislative Cracker Barrel, no official commission action
5. **Possible Quorum Event**
February 6, 2019, for Rib Dinner with the Legislature, no official commission action
6. **Possible Quorum Event**
March 2, 2019, for 2019 Legislative Cracker Barrel, no official commission action
7. **Setting date for Strategic Planning Advance**
Setting date of January 26, 2019 for the Strategic Planning Advance Session of the Yankton City Commission.
8. **Establish public hearing for sale of alcoholic beverages**
Establish January 28, 2019, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special RETAIL (on-sale) Wine dealers License for 1 day, February 2, 2019, from 6th Meridian LLC dba Counterfeit Catering, (Michelle Donner, Owner), NFAA, 800 Archery Lane, Yankton, SD 57078.
Attachment II-8
9. **Establish public hearing for sale of alcoholic beverages**
Establish January 28, 2019, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special RETAIL (on-sale) Wine dealers License for 1 day, February 23, 2019, from 6th Meridian LLC dba Counterfeit Catering, (Michelle Donner, Owner), NFAA, 800 Archery Lane, Yankton, SD 57078.
Attachment II-9
10. **Establishing public hearing for new Retail (on-off Sale) Malt Beverage**
Establish January 28, 2019, as the date for the public hearing on the request for a New Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from BPO Elks Lodge 994 dba Elks Lodge 994, 504 W. 27th Street, Yankton, SD 57078.
Attachment II-10
11. **Establishing public hearing for transfer of ownership of Retail (on-off Sale) Malt Beverage License**
Establish January 28, 2019, as the date for the public hearing on the transfer of ownership and location of a Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from To Be Free, LLC (Courtney Villalobos, President), dba RB Beer & Burgers, 2901 Broadway Avenue, Suite C, to Diggers, Inc. (Larry Olson, President), d/b/a Gold Rush, 2020 Elm Street Suite 7B, Yankton, S.D.
Attachment II-11
12. **Establishing public hearing for new Retail (on-off Sale) Malt Beverage**
Establish January 28, 2019, as the date for the public hearing on the request for a New Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from To Be Free, LLC (Courtney Villalobos, President), RB Beer & Burgers, 2901 Broadway, Suite C, Yankton, SD 57078.
Attachment II-12

13. Establish public hearing for sale of alcoholic beverages

Establish January 28, 2019, as the date for the public hearing on the request for a Special Events RETAIL (on-sale) Liquor License for 1 day, February 16, 2019 with March 2, 2019 as a rain date, from Boomer's Inc., (Gary W. Boom, President) d/b/a Boomer's Lounge, NFAA, 800 Archery Lane, Yankton, South Dakota.

Attachment II-13

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.

NONE

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. Salary Adjustment for Finance Officer

Consideration of Memorandum #19-01 and Resolution #19-01 regarding recommending an adjustment to the salary of the Finance Officer

Attachment IV-1

2. Salary Adjustment for City Attorney

Consideration of Memorandum #19-02 and Resolution #19-02 regarding recommending an adjustment to the salary of the City Attorney

Attachment IV-2

3. Salary Adjustment for City Manager

Consideration of Memorandum #19-03 and Resolution #19-03 regarding recommending an adjustment to the salary of the City Manager

Attachment IV-3

4. Personnel Contract – City Manager

Consideration of Memorandum #19-04 regarding Personnel Contract with City Manager

Attachment IV-4

5. Agreement with Stockwell Engineers

Consideration of Memorandum #19-05 regarding Agreement with Stockwell Engineers

Attachment IV-5

6. Establishing Public Hearing Date for Ordinance Change – Garbage

Introduction and first reading of Ordinance #1015, amending the Garbage Ordinance Chapter 10 and setting January 28, 2019 as second reading and public hearing of said Ordinance

Attachment IV-6

7. Establishing Public Hearing Date for Ordinance Change – Jake Braking

Introduction and first reading of Ordinance #1016, amending the Jake Braking Chapter 14 Article 213, and setting January 28, 2019 as second reading and public hearing of said Ordinance

Attachment IV-7

8. **Establishing Public Hearing Date for Ordinance Change – Snow Emergency Route**

Introduction and first reading of Ordinance #1017, amending the Snow Emergency Route Ordinance Chapter 21 and setting January 28, 2019 as second reading and public hearing of said Ordinance

Attachment IV-8

9. **Chan Gurney Airport Environmental Assessment Closeout**

Consideration of Memorandum #19-09 regarding Chan Gurney Airport Environmental Assessment Closeout Report for the Apron Expansion Project #3-46-0062-026-2015

Attachment IV-9

10. **Letter of Support – Missouri Sedimentation Action Coalition**

Consideration of Memorandum #19-16 regarding Letter of support from the City of Yankton to the Missouri Sedimentation Action Coalition serving as the sponsor for the development of a Lewis and Clark Lake Reservoir Sediment Management Plan

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 JANUARY 14, 2019**

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
December 20th, 2018**

Board of City Commissioners of the City of Yankton was called to order by City Manager Leon, in the absence of the Mayor.

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 and Mayor Johnson. Quorum present.

City Manager Leon requested nominations for Acting Mayor for the ensuing City Board of Commissions Meeting.

Action 18-359

Commissioner Gross nominated Commissioner Carda and moved that nominations cease and a unanimous ballot be cast for Commissioner Carda to be Acting Mayor for the Board of City Commissioners meeting, seconded by Commissioner Moser.

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

Action 18-360

Moved by Commissioner Gross, seconded by Commissioner Ferdig, to approve the Minutes of the regular meeting on December 10th, 2018 and the Minutes of the Special City Commission meeting of December 14th, 2018.

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

Motion adopted.

Action 18-361

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

AMG Occupational Medicine-Drug Screening-\$31.50; Auto Value Parts Store-Filters-\$448.43; Avera Sacred Heart Hospital-Drug Screening-\$31.00; Becker Body Shop-Police Vehicle Repairs-\$665.21; Bernard Properties-Employee Christmas Party-\$4,590.50; Blackstrap Inc-Road Salt-\$13,535.05; Board Of Operator Cert-Operator Certificates-\$60.00; Brenntag Great Lakes-Chemicals-\$1,185.60; Brock White-Crafco Router-\$17,200.00; Cedar Knox Public Power Dist-Electricity-\$1,066.79; Centurylink-Phone-\$1,165.74; Chamber Of Commerce-Advertisement-\$2,075.00; Christensen Radiator & Repair-Plow Mount-\$1,185.12; Collective Data-Software Support-\$2,025.00; Conduent Enterprises Solutions-Maint Program Support-\$1,902.02; John A Conkling Dist-Beer-\$25.90; Cornhusker Intl Truck-Batteries-\$159.90; Country Pride Cooperative-Fuel-\$19,915.30; Credit Collection Service-Utility Collection-\$249.19; Dakota Traffic Services-Pavement Markings-\$29,535.00; Dept Of Env & Nat Resources-Operator Cert Renewals-\$36.00; Design Solutions & Integration-Repairs-\$1,816.26; Ehresmann Engineering-Steel-\$122.97; Election System & Software-Ballot Stock-\$1,985.42; Ethanol Products-Carbon Dioxide-\$805.92; Garys Repair-Police Tows-\$320.00; Hawkins-Ozone-\$3,482.45; Jackson Creek Mfg-K9 Supplies-\$1,140.00; Johnson Controls-SAC HVAC Replacement-\$586,986.00; Kaiser Heating & Cooling-Heater Repair-\$122.48; Klines Jewelry-Retirement Gifts-\$306.47; Aberdeen Public Library-Lost Item-\$35.00; Light And Siren-Cross Bar And Light-\$848.06; List Ventures Steel-Repairs-\$150.00; Longs Propane-Propane-\$338.00; Mcleods Printing-Election

Supplies-\$480.21; Merkel Electric-Walnut St Cons-\$4,555.64; Midamerican Energy-Fuel-\$13,788.80; Midwest Alarm Company-Fire Alarm Maintenance-\$971.00; Municipal Code Corp-Supplement-\$2,223.51; Northwestern Energy-Fuel-\$4,400.81; Observer-Subscription-\$30.00; Overhead Door-Shop Door Repairs-\$100.00; Planning & Development-Annual Maintenance Fee-\$1,500.00; Press Dakota-Employment Ad-\$2,804.19; Riverfront Broadcasting-Advertisement-\$392.70; Sanitation Products-Yard Dump With Hoist-\$28,933.57; Sherwin Williams-Paint-\$362.40; South Dakota Golf-Handicapping-\$308.00; Stern Oil-Oil-\$3,678.70; Titan Machinery-Parts-\$189.08; Truck Trailer Sales-Truck Repairs-\$232.00; Vogts-Uniform Alterations-\$24.00; Wage Works-Flex Service Fee-\$135.00; Xerox Corporation-Copier Lease-\$219.32; Xerox Corporation-Copier Lease-\$1,251.05; Xtreme-Car Washes-\$273.60; 3d Specialties-Posts-\$7,780.09

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

Action 18-362

This was the time and place for the public hearing for the application for a New Retail (on-off sale) Wine License for January 1, 2019, to December 31, 2019, from GL Management, LLC, d/b/a Fox Run Golf Course, (Thomas P. Walsh, Chairman), 600 W. 27th Street, Yankton, S.D. (Memorandum 18-265) No one was present to speak for or against the application. Moved by Commissioner Ferdig, seconded by Commissioner Moser, to approve the application.

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

Action 18-363

This was the time and place for the public hearing for the application for a transfer of ownership of a Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from City of Yankton d/b/a Fox Run Golf Course to GL Management, LLC, d/b/a Fox Run Golf Course, (Thomas P. Walsh, Chairman), 600 W. 27th Street, Yankton, S.D. (Memorandum 18-266) No one was present to speak for or against the transfer. Moved by Commissioner Gross, seconded by Commissioner Hoffner, to approve the application.

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

Action 18-364

This was the time and place for the public hearing for the application for a Special Events RETAIL (on-sale) Liquor License for one day, January 26, 2019, from Boomer's Inc., (Gary W. Boom, President) d/b/a Boomer's Lounge, NFAA, 800 Archery Lane, Yankton, South Dakota. (Memorandum 18-267) No one was present to speak for or against the application. Moved by Commissioner Gross, seconded by Commissioner Benson, to approve the application.

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

Action 18-365

Moved by Commissioner Hoffner, seconded by Commissioner Benson, to adjourn at 12:05 p.m.

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

Motion adopted.

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

Published January 4th, 2019

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
AMG OCCUPATIONAL MEDICIN	DRUG SCREENING	31.50	PROFESSIONAL SERVICES	601.601.202		50260-00	020182	P	850	00002
AUTO VALUE PARTS STORE	FILTERS	221.68	GARAGE PARTS	801.801.249		449019343	077978	P	850	00006
	FILTERS	55.85	GARAGE PARTS	801.801.249		449019373	005585	P	850	00005
	FILTERS	7.86	GARAGE PARTS	801.801.249		449019425	077980	P	850	00004
	PARTS	8.98	SMALL TOOLS & HARDWARE	801.801.247		449019641	077908	P	850	00001
	DISCS	89.50	GARAGE PARTS	801.801.249		449019899	077910	P	865	00016
	BRAKE CLEANER	64.56	GARAGE PARTS	801.801.249		449020070	077987	P	865	00013
		448.43	*VENDOR TOTAL							
AVERA SACRED HEART HOSPI	DRUG SCREENING	31.00	PROFESSIONAL SERVICES	601.601.202		12.12.18	020183	P	850	00003
BECKER BODY SHOP	POLICE VEHICLE REPAIRS	665.21	REP. & MAINT. - EQUIPMEN	101.111.221		B2991D4B/B2FB3	014368	P	865	00029
BERNARD PROPERTIES, LLC	EMPLOYEE CHRISTMAS PARTY	4,590.50	EMPLOYEE COMMITTEE	101.101.141		18029	020181	P	863	00019
BLACKSTRAP INC	ROAD SALT	13,535.05	CHEMICALS	101.124.240		VARIOUS	014433	P	865	00017
BOARD OF OPERATOR CERT	OPERATOR CERTIFICATES	60.00	MEMBERSHIP DUES	611.611.261		12.17.18	181028	P	863	00017
BRENNTAG GREAT LAKES LLC	CHEMICALS	1,185.60	CHEMICALS & GASES	611.611.240		BGL 723771	181025	P	863	00018
BROCK WHITE	CRAFCO ROUTER	17,200.00	EQUIPMENT	101.123.350		12959896-00	014445	P	850	00007
CEDAR KNOX PUBLIC POWER	ELECTRICITY	515.16	ELECTRICITY	201.201.272		12.13.18	005243	P	863	00023
	ELECTRICITY	551.63	ELECTRICITY	601.601.272		12.13.18	005176	P	863	00024
		1,066.79	*VENDOR TOTAL							
CENTURYLINK	PHONE	83.20	TELEPHONE	601.601.271		12.13.18	002828	P	850	00008
	PHONE	166.40	TELEPHONE	611.611.271		12.13.18	002828	P	850	00009
	PHONE	83.20	TELEPHONE	601.601.271		12.13.18	003059	P	850	00010
	PHONE	83.20	TELEPHONE	611.611.271		12.13.18	003059	P	850	00011
	PHONE	581.26	TELEPHONE	101.111.271		12.13.18	002829	P	850	00012
	PHONE	168.48	TELEPHONE	101.123.271		12.13.18	002829	P	850	00013
		1,165.74	*VENDOR TOTAL							
CHAMBER OF COMMERCE	SERVICE AWARDS	625.00	EMPLOYEE COMMITTEE	101.101.141		8866	077340	P	850	00016

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CHAMBER OF COMMERCE	ADVERTISEMENT	1,450.00	SPECIAL EVENTS - ACTIVIT	211.231.575		8867	076171	P	865	00003
		2,075.00	*VENDOR TOTAL							
CHRISTENSEN RADIATOR & R	PLOW MOUNT	1,185.12	REP. & MAINT. -VEHICLES	611.611.222		24345	181027	P	850	00017
COLLECTIVE DATA	SOFTWARE SUPPORT	2,025.00	PROFESSIONAL SERVICES	801.801.202		15794	020091	P	865	00011
CONDUENT ENTERPRISES SOL	MAINT PROGRAM SUPPORT	1,190.66	PROFESSIONAL SERVICES -	101.104.202		12.13.18	003925	P	863	00025
	MAINT PROGRAM SUPPORT	284.55	PROFESSIONAL SERVICES	601.601.202		12.13.18	003925	P	863	00026
	MAINT PROGRAM SUPPORT	320.11	PROFESSIONAL SERVICES	611.611.202		12.13.18	003925	P	863	00027
	MAINT PROGRAM SUPPORT	106.70	PROFESSIONAL SERVICES	631.631.202		12.13.18	003925	P	863	00028
		1,902.02	*VENDOR TOTAL							
CONKLING DIST/JOHN A	BEER	25.90	BEER	641.641.718		69683	019859	P	865	00004
CORNHUSKER INTL TRUCK IN	BATTERIES	159.90	GARAGE PARTS	801.801.249		4140098	077984	P	850	00015
COUNTRY PRIDE COOPERATIV	FUEL	19,915.30	GARAGE GASOLINE & LUBRIC	801.801.238		35316/15/55336	020089	P	850	00014
CREDIT COLLECTION SERVIC	UTILITY COLLECTION NOV	150.08	PROFESSIONAL SERVICES	601.601.202		12.14.18	001858	P	863	00020
	UTILITY COLLECTION NOV	40.90	PROFESSIONAL SERVICES	611.611.202		12.14.18	001858	P	863	00021
	UTILITY COLLECTION NOV	58.21	PROFESSIONAL SERVICES	631.631.202		12.14.18	001858	P	863	00022
		249.19	*VENDOR TOTAL							
DAKOTA TRAFFIC SERVICES	PAVEMENT MARKINGS	29,535.00	PERMANENT PAVEMENT MARKI	506.574.373		118083	019381	P	850	00019
DEPT OF ENV & NAT RESOUR	OPERATOR CERT RENEWALS	36.00	LEARNING	601.601.264		12.5.18	014308	P	865	00008
DESIGN SOLUTIONS & INTEG	REPAIRS	1,816.26	REP. & MAINT. - PLANT	601.601.221		488-918-920	014302	P	850	00018
EHRESMANN ENGINEERING IN	STEEL	122.97	GARAGE PARTS	801.801.249		515840	077909	P	850	00020
ELECTION SYSTEM & SOFTWA	BALLOT STOCK	1,985.42	ELECTION	101.104.204		1075191/192	020204	P	850	00021
ETHANOL PRODUCTS LLC	CARBON DIOXIDE	805.92	CHEMICALS & GASES	601.601.240		CO2223426	014306	P	863	00029

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GARYS REPAIR	POLICE TOWS	320.00	SPECIAL ACCOUNT - DETECT	101.111.266		4460	014366	P 865 00007
HAWKINS INC	OZONE	3,031.60	CHEMICALS & GASES	601.601.240		4409347	014307	P 863 00030
	SAC POOL CHEMICALS	450.85	CHEMICALS & GASES	203.203.240		4409354	077672	P 850 00023
		3,482.45	*VENDOR TOTAL					
JACKSON CREEK MFG., INC	K9 SUPPLIES	1,140.00	EQUIPMENT	101.113.350		25294	014361	P 850 00024
JOHNSON CONTROLS, INC.	SAC HVAC REPLACEMENT	586,986.00	COMMON BLDG EQUIPMENT	506.571.350		41850213	018942	P 865 00005
KAISER HEATING & COOLING	HEATER REPAIR	122.48	REP. & MAINT. - BUILDING	801.801.223		S-57826	077985	P 865 00015
KLINES JEWELRY	RETIREMENT GIFTS	306.47	PROFESSIONAL SERVICES	101.101.202		11.29.18	077341	P 850 00025
KO LEE ABERDEEN PUBLIC L	ILL REPLACED LOST ITEM	35.00	PROFESSIONAL SERVICES	101.142.202		11.20.18	019550	P 864 00001
LIGHT AND SIREN	CROSS BAR AND LIGHT	848.06	GARAGE PARTS	801.801.249		11909, 13726	014460	P 865 00012
LIST VENTURES STEEL	REPAIRS	150.00	GARAGE PARTS	801.801.249		201940	020087	P 850 00026
LONG'S PROPANE INC	PROPANE	338.00	FUEL-HEATING	641.641.273		79165	076675	P 865 00001
MCLEODS PRINTING	ELECTION SUPPLIES	93.18	ELECTION	101.104.204		26252	020175	P 850 00028
	ELECTION SUPPLIES	387.03	ELECTION	101.104.204		26730	020208	P 850 00027
		480.21	*VENDOR TOTAL					
MERKEL ELECTRIC	WALNUT ST 2ND TO 4TH	4,555.64	WALNUT - 2ND TO 4TH	506.572.381		7997	019377	P 865 00018
MIDAMERICAN ENERGY	FUEL	443.59	FUEL-HEATING	101.114.273		12.13.18	003253	P 863 00006
	FUEL	276.23	FUEL-HEATING	641.641.273		12.13.18	003253	P 863 00007
	FUEL	15.00	FUEL-HEATING	202.202.273		12.13.18	003253	P 863 00008
	FUEL	737.97	FUEL-HEATING	201.201.273		12.13.18	003253	P 863 00009
	FUEL	1,240.45	FUEL-HEATING	101.127.273		12.13.18	003254	P 863 00010
	FUEL	732.01	FUEL-HEATING	801.801.273		12.13.18	003254	P 863 00011
	FUEL	779.73	ROAD MATERIALS	101.123.239		12.13.18	003254	P 863 00012
	FUEL	8.00	FUEL-GENERATOR	101.115.273		12.13.18	003252	P 863 00013
	FUEL	1,979.40	HEATING FUEL - GAS	637.637.273		12.13.18	003252	P 863 00014
	FUEL	7,046.66	FUEL-HEATING	611.611.273		12.13.18	003252	P 863 00015

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MIDAMERICAN ENERGY	FUEL	529.76	FUEL-HEATING	601.601.273		12.13.18	003252	P	863	00016
		13,788.80	*VENDOR TOTAL							
MIDWEST ALARM COMPANY IN	FIRE ALARM MAINTENANCE	643.00	PROFESSIONAL SERVICES	801.801.202		VARIOUS	020096	P	865	00030
	FIRE ALARM MAINTENANCE	328.00	PROFESSIONAL SERVICES &	637.637.202		VARIOUS	020096	P	865	00031
		971.00	*VENDOR TOTAL							
MUNICIPAL CODE CORP.	SUPPLEMENT 7 MUNI CODE	1,873.51	PROFESSIONAL SERVICES -	101.104.202		00321294	014574	P	863	00032
	ADMIN FEE	350.00	PROFESSIONAL SERVICES	101.101.202		321947	020209	P	863	00031
		2,223.51	*VENDOR TOTAL							
NORTHWESTERN ENERGY	FUEL	21.67	ELECTRICITY	201.201.272		12.14.18	003137	P	863	00001
	FUEL	703.49	ELECTRICITY - STREET LIG	101.126.272		12.14.18	003135	P	863	00002
	FUEL	2,896.45	ELECTRICITY - STREET LIG	101.126.272		12.14.18	003136	P	863	00003
	FUEL	660.85	ELECTRICITY	101.114.272		12.14.18	003133	P	863	00004
	FUEL	118.35	ELECTRICITY	641.641.272		12.14.18	003133	P	863	00005
		4,400.81	*VENDOR TOTAL							
OBSERVER	SUBSCRIPTION	30.00	SUBSCRIPTIONS & PUBLICAT	101.111.235		12.3.18	014360	P	850	00029
OVERHEAD DOOR CO	SHOP DOOR REPAIRS	100.00	REP. & MAINT. - BUILDING	801.801.223		032661	077986	P	865	00014
PLANNING & DEVELOPMENT	ANNUAL MAINTENANCE FEE	1,500.00	PROFESSIONAL SERVICES	621.621.202		3447	018955	P	850	00032
PRESS DAKOTA MSTAR SOLUT	ADVERTISEMENT	270.00	SPECIAL EVENTS - ACTIVIT	211.231.575		11.30.18	014242	P	850	00033
	NOTICES	44.98	PUBLISHING	101.106.211		11.30.18	014540	P	850	00034
	EMPLOYMENT AD	412.40	PROFESSIONAL SERVICES	208.208.202		11.30.18	019150	P	850	00035
	EMPLOYMENT AD	677.99	PUBLISHING	601.601.211		11.30.18	077337	P	850	00036
	EMPLOYMENT AD	586.58	PROFESSIONAL SERVICES	801.801.202		11.30.18	019151	P	850	00037
	ELECTION NOTICE	8.88	ELECTION	101.104.204		11.30.18	020174	P	850	00038
	LEGAL PUBLICATION	373.07	PUBLISHING	101.101.211		11.30.18	020170	P	850	00039
	NOTICE	45.84	PUBLISHING	101.101.211		11.30.18	020154	P	850	00040
	ELECTION NOTICE	24.27	ELECTION	101.104.204		11.30.18	055299	P	850	00041
	ADVERTISEMENT	50.00	ADVERTISING	203.203.211		11.30.18	078033	P	850	00042
	LEGAL PUBLICATION	16.73	PUBLISHING	101.101.211		11.30.18	020157	P	850	00043
	ADVERTISEMENT	177.28	PUBLISHING	631.631.211		11.30.18	020079	P	850	00044
	NOTICES	35.56	PUBLISHING	101.101.211		11.30.18	014567	P	850	00045
	ADVERTISMENT	50.00	ADVERTISING	203.203.211		11.30.18	078032	P	850	00046
	NOTICES	30.61	PUBLISHING & ADVERTISING	637.637.211		11.30.18	014467	P	850	00047
		2,804.19	*VENDOR TOTAL							

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
RIVERFRONT BROADCASTING	ADVERTISEMENT	392.70	SPECIAL EVENTS - ACTIVIT	211.231.575		18110321-0323	076200	P	865	00002
SANITATION PRODUCTS INC	YARD DUMP WITH HOIST	28,588.00	EQUIPMENT	101.123.350		3.26.18 BID	019346	P	865	00006
	LH DIRT SHOE	345.57	GARAGE PARTS	801.801.249		71231	020093	P	850	00031
		28,933.57	*VENDOR TOTAL							
SHERWIN WILLIAMS CO	PAINT	272.55	ROAD MATERIALS	101.123.239		49283	077981	P	850	00049
	PAINT	89.85	ROAD MATERIALS	101.123.239		5978-7	077982	P	850	00050
		362.40	*VENDOR TOTAL							
SOUTH DAKOTA GOLF ASSN	HANDICAPPING	308.00	HANDICAPPING	641.641.756		02-0098/0099	019853	P	850	00048
STERN OIL CO INC	OIL	3,678.70	GARAGE GASOLINE & LUBRIC	801.801.238		0281149	020088	P	850	00030
TITAN MACHINERY	PARTS	189.08	GARAGE PARTS	801.801.249		4155037	020094	P	865	00010
TRUCK TRAILER SALES INC	TRUCK REPAIRS	232.00	GARAGE PARTS	801.801.249		72351, 72412	020097	P	865	00009
US BANK SPA LOCKBOX CM96	H20 #2 C462038-02	4,496.66	SRF LOAN BOND INTEREST	604.604.411		12.14.18	020212	P	863	00038
	H20 #2 C462038-02	10,804.61	SRF LOAN PRINCIPAL	604.604.441		12.14.18	020212	P	863	00039
	H20 #1 C462038-01	9,810.08	SRF LOAN BOND INTEREST	604.604.411		12.14.18	020211	P	863	00040
	H20 #1 C462038-01	51,539.79	SRF LOAN PRINCIPAL	604.604.441		12.14.18	020211	P	863	00041
	H20 #5 C462038-05	85,403.12	SRF LOAN BOND INTEREST	607.607.411		12.14.18	020215	P	863	00042
	H20 #5 C462038-05	65,237.14	SRF LOAN PRINCIPAL	607.607.441		12.14.18	020215	P	863	00043
	H20 #6 C462038-06	76,868.83	SRF LOAN BOND INTEREST	607.607.411		12.14.18	020216	P	863	00044
	H20 #6 C462038-06	81,910.17	SRF LOAN PRINCIPAL	607.607.441		12.14.18	020216	P	863	00045
	H20 #3 C462038-03	13,290.37	SRF LOAN BOND INTEREST	604.604.411		12.14.18	020213	P	863	00046
	H20 #3 C462038-03	27,989.55	SRF LOAN PRINCIPAL	604.604.441		12.14.18	020213	P	863	00047
	H20 #4 C462038-04	10,288.65	SRF LOAN BOND INTEREST	604.604.411		12.14.18	020214	P	863	00048
	H20 #4 C462038-04	22,714.41	SRF LOAN PRINCIPAL	604.604.441		12.14.18	020214	P	863	00049
		460,353.38	*VENDOR TOTAL							
VOGT'S	UNIFORM ALTERATIONS	24.00	REP. & MAINT. - EQUIPMEN	101.111.221		V8561	014362	P	850	00051
WAGE WORKS INC	FLEX SERVICE FEE	65.00	PROFESSIONAL SERVICES -	101.104.202		INV1101430	005311	P	865	00019
	FLEX SERVICE FEE	5.00	PROFESSIONAL SERVICES	101.105.202		INV1101430	005311	P	865	00020
	FLEX SERVICE FEE	5.00	PROFESSIONAL SERVICES	101.111.202		INV1101430	005311	P	865	00021
	FLEX SERVICE FEE	5.00	PROFESSIONAL SERV.-VOLUN	101.114.202		INV1101430	005311	P	865	00022
	FLEX SERVICE FEE	5.00	PROFESSIONAL SERVICES	101.123.202		INV1101430	005311	P	865	00023
	FLEX SERVICE FEE	20.00	PROFESSIONAL SERVICES	101.142.202		INV1101430	005311	P	865	00024
	FLEX SERVICE FEE	10.00	PROFESSIONAL SERVICES	201.201.202		INV1101430	005311	P	865	00025

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WAGE WORKS INC								
	FLEX SERVICE FEE	5.00	PROFESSIONAL SERVICES	203.203.202		INV1101430	005311 P	865 00026
	FLEX SERVICE FEE	10.00	PROFESSIONAL SERVICES	208.208.202		INV1101430	005311 P	865 00027
	FLEX SERVICE FEE	5.00	PROFESSIONAL SERVICES	641.641.202		INV1101430	005311 P	865 00028
		135.00	*VENDOR TOTAL					
XEROX CORPORATION								
	COPIER LEASE	219.32	ACCOUNTS RECEIVABLE	713.1311		722398856	003853 P	863 00037
XEROX CORPORATION								
	COPIER LEASE	805.98	ACCOUNTS RECEIVABLE	713.1311		8856&2482	003976 P	863 00035
	COPIER LEASE	190.65	CONTRACTED SERVICES	203.203.204		95272478	003971 P	863 00036
	COPIER LEASE	254.42	COPIES	101.111.234		95272479	003976 P	863 00034
		1,251.05	*VENDOR TOTAL					
XTREME INC								
	CAR WASHES	273.60	REP. & MAINT. - EQUIPMEN	101.111.221		12.01.18	014365 P	863 00033
3D SPECIALTIES INC								
	POSTS	4,362.14	ROAD MATERIALS	101.123.239		206489	020073 P	850 00052
	POST DRIVER	3,417.95	EQUIPMENT	801.801.350		206489	014468 P	850 00053
		7,780.09	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	1,230,534.33							

RECORDS PRINTED - 000133

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	86,328.22
201	PARKS AND RECREATION	1,284.80
202	PARK IMPROVEMENT	15.00
203	SUMMIT ACTIVITY CENTER	746.50
208	911/DISPATCH	422.40
211	LODGING SALES TAX	2,112.70
506	SPECIAL CAPITAL IMPROV	621,076.64
601	WATER OPERATION	8,112.69
604	2001 STATE REVOLVING LOAN	150,934.12
607	WATER PLANT RENOVATION	309,419.26
611	WASTE WATER OPERATION	10,087.99
621	CEMETERY OPERATION	1,500.00
631	SOLID WASTE	342.19
637	JOINT POWER	2,338.01
641	GOLF COURSE	1,071.48
713	COPIES & POSTAGE	1,025.30
801	CENTRAL GARAGE	33,717.03
TOTAL ALL FUNDS		1,230,534.33

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,230,534.33
TOTAL ALL BANKS		1,230,534.33

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

DATE APPROVED BY

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Manual Check Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	EMPLOYEE DEDUCTION	645.46	MISC. EMP. DED.	711.2079		005136	F	862	00013
	EMPLOYEE DEDUCTION	629.74	MISC. EMP. DED.	711.2079		005136	F	862	00034
		1,275.20	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER & ICU PREMIUMS	7,345.56	CANCER & ICU SUPPLEMENTA	711.2075		001234	F	862	00039
AVERA HEALTH PLANS		05140							
	HEALTH INSURANCE - JAN	76,289.92	HEALTH INSURANCE	711.2068		005646	F	862	00025
BELL, JAYDON		.15875							
	REIMBURSEMENT	50.00	MISC REIMBURSMENTS	101.3615		014573	F	862	00015
BPRO INC		07329							
	ELECTION SUPPLIES	3,900.00	ELECTION	101.104.204		005773	F	862	00026
BRUENING/SAMANTHA		07249							
	TRAINING	100.00	LEARNING	101.111.264		005765	F	862	00004
	TRAINING EXPENSE	175.00	LEARNING	101.111.264		005764	F	862	00005
		275.00	*TOTAL						
CENTER		05282							
	CENTER DONATION	40,635.41	PROFESSIONAL SERVICES	101.102.202		005761	F	862	00018
DELTA DENTAL		04160							
	DENTAL INSURANCE - JAN	8,241.44	DENTAL INSURANCE	711.2059		003190	F	862	00042
DEPT OF SOCIAL SERVICES		01681							
	EMPLOYEE DEDUCTION	1,256.98	MISC. EMP. DED.	711.2079		003562	F	862	00014
	EMPLOYEE DEDUCTION	1,256.98	MISC. EMP. DED.	711.2079		003562	F	862	00033
		2,513.96	*TOTAL						
FAERBER/KAREN		07324							
	ELECTION WORKER	151.76	ELECTION	101.104.204		005766	F	862	00022
FINANCE, DEPT OF		03436							
	ELECTION WORKERS	1,755.00	ELECTION	101.104.204		005691	F	862	00007
FIRST NATL BANK SOUTH DA		04389							
	EMPLOYEE DEDUCTION	729.15	AFLAC DAYCARE	711.2077		003301	F	862	00011
	EMPLOYEE DEDUCTION	729.15	AFLAC DAYCARE	711.2077		003301	F	862	00029
	EMPLOYEE DEDUCTION	427.08	AFLAC MEDICAL	711.2078		003301	F	862	00012
	EMPLOYEE DEDUCTION	427.08	AFLAC MEDICAL	711.2078		003301	F	862	00030
		2,312.46	*TOTAL						
FURDECK/LOIS		07321							
	ELECTION WORKER	120.00	ELECTION	101.104.204		005768	F	862	00019
HUITEMA/JOANN		07319							
	ELECTION WORKER	672.00	ELECTION	101.104.204		005770	F	862	00023
HUNHOFF/MYRNA		07323							
	ELECTION WORKER	120.00	ELECTION	101.104.204		005767	F	862	00021
JOHNSON ROOFING INC/ROY		00318							
	BARREL HANGER C-16-18	10,304.15	CAPITAL REPAIR & MAINTEN	101.127.301	3122	019257	F	862	00008
MINNESOTA LIFE INSURANCE		06544							
	LIFE INSURANCE - JANUARY	716.17	LIFE INSURANCE	711.2069		005179	F	862	00041
MODEREGGER/JANET		07320							
	ELECTION WORKER	432.00	ELECTION	101.104.204		005771	F	862	00024
PROFESSIONAL DISPATCH		06706							
	TRAINING	600.00	CONFERENCE & MEETINGS	208.208.265		005763	F	862	00003

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	RETIREMENT, SD	00519							
	SD RETIREMENT - DEC 18	71,139.52	SD RETIREMENT SYSTEM	711.2066		002809	F	862	00040
	RETIREMENT, SD SYSTEM	05577							
	401 (A) SPECIAL PAY	45.00	PROFESSIONAL SERVICES	101.111.202		005762	F	862	00038
	401(A) SPECIAL PAY	4,494.81	MISC. EMP. DED.	711.2079		005762	F	862	00016
	401 (A) SPECIAL PAY	1,495.46	MISC. EMP. DED.	711.2079		005762	F	862	00037
	401(A) SPECIAL PAY	45.00	PROFESSIONAL SERVICES	801.801.202		005762	F	862	00017
		6,080.27	*TOTAL						
	SDSRP	04992							
	EMPLOYEE DEDUCTION	4,294.53	ROTH 457 SDRS-SRP	711.2056		003591	F	862	00010
	EMPLOYEE DEDUCTION	4,294.53	ROTH 457 SDRS-SRP	711.2056		003591	F	862	00032
	EMPLOYEE DEDUCTION	2,320.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	862	00009
	EMPLOYEE DEDUCTION	2,320.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	862	00031
		13,230.06	*TOTAL						
	SKINNER/SANDY	07322							
	ELECTION WORKER	120.00	ELECTION	101.104.204		005769	F	862	00020
	SOUTHEAST PROPERTIES	05903							
	TID REIMB 2ND HALF 2018	24,440.80	SOUTHEAST PROPERTIES, LL	509.509.204		020205	F	862	00001
	SUMMIT ACTIVITY CENTER	03787							
	EMPLOYEE DEDUCTION	587.80	SUMMIT ACTIVITIES CENTER	711.2062		002981	F	862	00036
	SUN LIFE FINANCIAL	06804							
	VISION INSURANCE - JAN	968.34	HEALTH INSURANCE	711.2068		005313	F	862	00028
	UNITED WAY	00918							
	EMPLOYEE DEDUCTION	118.00	UNITED FUND	711.2070		001142	F	862	00035
	VAST BROADBAND	06976							
	PHONE BILL	97.39	TELEPHONE	101.102.271		003513	F	862	00044
	PHONE BILL	63.65	TELEPHONE	101.102.271		003513	F	862	00060
	PHONE BILL	180.96	TELEPHONE	101.104.271		003513	F	862	00045
	PHONE BILL	127.55	TELEPHONE	101.104.271		003513	F	862	00061
	INTERNET SERVICES	1,068.79	INTERNET ACCESS	101.105.270		003751	F	862	00043
	PHONE BILL	21.50	TELEPHONE	101.105.271		003513	F	862	00046
	PHONE BILL	15.57	TELEPHONE	101.105.271		003513	F	862	00062
	PHONE BILL	90.02	TELEPHONE	101.106.271		003513	F	862	00047
	PHONE BILL	59.14	TELEPHONE	101.106.271		003513	F	862	00063
	PHONE BILL	33.45	TELEPHONE	101.111.271		003513	F	862	00048
	PHONE BILL	24.83	TELEPHONE	101.111.271		003513	F	862	00064
	PHONE BILL	97.49	TELEPHONE	101.114.271		003513	F	862	00049
	PHONE BILL	80.31	TELEPHONE	101.114.271		003513	F	862	00065
	PHONE BILL	167.70	TELEPHONE	101.122.271		003513	F	862	00050
	PHONE BILL	119.02	TELEPHONE	101.122.271		003513	F	862	00066
	PHONE BILL	64.15	TELEPHONE	101.123.271		003513	F	862	00051
	PHONE BILL	45.71	TELEPHONE	101.123.271		003513	F	862	00067
	PHONE BILL	82.86	TELEPHONE	101.142.271		003513	F	862	00052
	PHONE BILL	50.83	TELEPHONE	101.142.271		003513	F	862	00068
	PHONE BILL	237.78	TELEPHONE	201.201.271		003513	F	862	00053
	PHONE BILL	176.49	TELEPHONE	201.201.271		003513	F	862	00069
	PHONE BILL	34.45	TELEPHONE	202.202.271		003513	F	862	00054
	PHONE BILL	25.57	TELEPHONE	202.202.271		003513	F	862	00070

Manual Check Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	VAST BROADBAND	06976							
	PHONE BILL	224.87	TELEPHONE	203.203.271		003513	F	862	00055
	PHONE BILL	166.91	TELEPHONE	203.203.271		003513	F	862	00071
	PHONE	69.48	TELEPHONE	601.601.271		003976	F	862	00006
	PHONE BILL	141.11	TELEPHONE	601.601.271		003513	F	862	00056
	PHONE BILL	104.35	TELEPHONE	601.601.271		003513	F	862	00072
	PHONE BILL	24.70	TELEPHONE	611.611.271		003513	F	862	00057
	PHONE BILL	15.57	TELEPHONE	611.611.271		003513	F	862	00073
	PHONE BILL	34.08	TELEPHONE	637.637.271		003513	F	862	00058
	PHONE BILL	24.83	TELEPHONE	637.637.271		003513	F	862	00074
	PHONE BILL	64.49	TELEPHONE	641.641.271		003513	F	862	00059
	PHONE BILL	47.87	TELEPHONE	641.641.271		003513	F	862	00075
		3,883.47	*TOTAL						
	YANKTON AREA PROG. GROWT	00939							
	TID REIMB (JULY-NOV 18)	20,011.56	PAYMENT TO YAPG	511.588.566		020203	F	862	00002
	YANKTON COUNTY AUDITOR	06223							
	ELECTION SUPPLIES	387.03	ELECTION	101.104.204		005772	F	862	00027
		298,676.88	**CLAIMS TOTAL						

Manual Check Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		298,676.88					

RECORDS PRINTED - 000075

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	61,458.27
201	PARKS AND RECREATION	414.27
202	PARK IMPROVEMENT	60.02
203	SUMMIT ACTIVITY CENTER	391.78
208	911/DISPATCH	600.00
509	TID #2 MORGAN SQUARE	24,440.80
511	TID #6 WESTBROOK ESTATES	20,011.56
601	WATER OPERATION	314.94
611	WASTE WATER OPERATION	40.27
637	JOINT POWER	58.91
641	GOLF COURSE	112.36
711	EMPLOYEE BENEFIT	190,728.70
801	CENTRAL GARAGE	45.00
TOTAL ALL FUNDS		298,676.88

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	298,676.88
TOTAL ALL BANKS		298,676.88

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

DATE APPROVED BY

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City of Yankton

WHEREAS, the City of Yankton, South Dakota was incorporated on January 8, 1869, and is now 150 years old; and

WHEREAS, the City of Yankton was designated as the Dakota Territorial capital in 1861 and was the center of political and economic life in the territory by 1869; and

WHEREAS, the City of Yankton has undergone many changes and has experienced growth and prosperity spanning those 150 years; and

WHEREAS, the City of Yankton is now a great small city that has shown resilience in the face of the challenges posed by life on the Great Plains, enjoys a great business community and benefits from thriving cultural opportunities; and

WHEREAS, the City of Yankton celebrates its long and colorful history and looks forward to the next 150 years; and

WHEREAS, the City of Yankton is to be commended for the outstanding accomplishments of its many citizens during the last 150 years who have made the community a great place to live, play and work;

NOW THEREFORE, I, Nathan V Johnson, Mayor of the City of Yankton, along with the City Commission, do hereby extend a community-wide congratulations to the City of Yankton and its citizens in recognition of the accomplishments we've achieved by working together during the last 150 years.

Mayor Nathan V Johnson

January 14, 2019

Finance Officer Al Viereck

January 14, 2019



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 54, NUMBER 01

Commission Information Memorandum

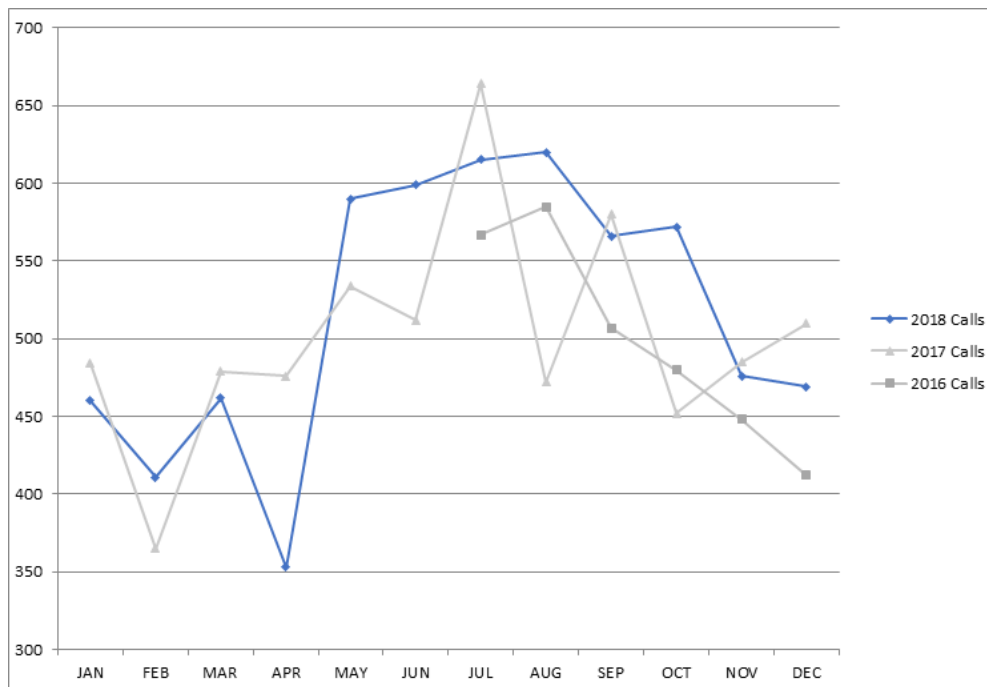
The Yankton City Commission meeting on Monday, January 14, 2019, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Information Services Department Update

Dispatch welcomes Eileen Ibach to fill the current dispatcher opening. Eileen previously worked for both the City of Yankton and Knox County as a dispatcher and her first day was December 31st.

Emergency 911 call volume for 2018 was up just under three percent (3% - 6,193 total calls). Eighty-one percent (81%) of the incoming 911 calls originated from a cellular caller. The chart below depicts call volume for the year by month.



2) Community Development Update

Enclosed in the packet is the 2018 year-end building permit activity information. As noted, there were 29 new single-family home starts in 2018. There were also permits for 7 town-homes (22 housing units). Single-family homes and town-homes are classified the same which brings the new housing starts for this category to 51 units. The City's 10-year average for single-family homes is 24.2 homes per year and 9.9 townhome units per year. Additionally, 40 apartment units were added. A total of 91 housing units were started in 2018. The 10-year average for housing unit starts is 59.6 per year.

The 2018 commercial sector projects include: TMA Automotive, Stockwell Engineering Office Building, McDonalds Restaurant Remodel, Christensen Automotive Repair, Cimpls Mechanical Building, Avera Sacred Heart Classroom Finish and the Kolberg-Pioneer Office Addition. There were also two large projects located in the Extra Territorial Jurisdiction: Applied Engineering Addition and the Yaggie's Oat Processing Facility.

The City's total building permit valuation for 2018 was \$19,407,736.58, and the Extra Territorial Jurisdiction Valuation was \$8,097,255.40. The City's 2018 valuation is below the 10-year average of \$27,890,376.00. Based on current discussions with contractors, we anticipate that housing starts in 2019 to be very similar to the 2018 level. Total valuation numbers are more difficult to predict because one large project can influence the valuation of any individual year dramatically.

3) Finance Department Update

Finance recently received documents from the South Dakota Public Assurance Alliance (SDPAA) insurance pool for our March 1, 2019 renewal. Departments annually review the SDPAA property schedule of vehicles, buildings, and mobile equipment along with liability coverages to ensure that all items are listed and we have adequate coverage. Updates are returned to SDPAA in mid-January to give underwriters time to prepare for the March 1 renewal.

The Finance Office is working on end of fiscal year activities. Employee W-2s and 1095 forms for the Affordable Care Act requirements will be calculated and prepared in the coming weeks. Vendor 1099 forms will also be prepared in early January and issued by the end of the month.

Please see the enclosed Monthly Finance Report and the Revenue & Expenditure Report for November.

4) Parks and Recreation Department Update

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

5) Human Resources Department Update

We are currently advertising for two positions. The Fleet Mechanic position is open because of the promotion of Kevin Kulhavy to Fleet Supervisor. The deadline for application is January 14. With the promotion of Sage Chytka to Water Plant Superintendent, we are advertising for Water Plant Supervisor. Closing date for this position is January 28.

Interviews for Building Official/Facilities Manager have been scheduled through the Community Development office for the next couple of weeks. Six interviews have been scheduled from the applications that were received.

6) Police Department Update

We are working with City Attorney DenHerder to finalize a draft for the spay, neuter and release project with HHS.

Yankton Police Department is working with City Attorney DenHerder and Community Development to finalize draft of parking ordinance. Once a draft has been finalized, it will be presented to the City Commission for their review and approval.

Police will be conducting in-service training the month of January. Topics include emergency medical, radar certification, Taser updates, PPCT practical (hands on control and defense tactics), active shooter training, search and seizure, mental health, less lethal deployment, and our cold weather firearms shoot.

Yankton Police Department has scheduled a meeting with Mount Marty College to discuss ways for better collaboration between police and students.

We participated in the discussions with SPARK on substance abuse with Officer Jeff Johnson making a presentation on our DARE program.

Chief Harris will be in Pierre the week of January 13-18 for Reciprocity training.

7) Environmental Services Department Update

John T. Jones continues to work on the water plant. Contractors continue to install piping, process equipment, framing office walls, HVAC, electrical, and plumbing. Construction on the sewer improvements including the lift station and collection system piping continue.

Slowey Construction will be installing the gravity sewer main in the Douglas Street intersection very soon. This will include a closure of Douglas Street approximately 200 feet north of the Douglas Street intersection. The street closure could last several weeks while the pipe is installed. The street will be reopened temporarily with gravel. The intersection will be reconstructed sometime this summer and require another closure.

8) Public Works Department Update

Street department staff continue to perform winter maintenance projects both on equipment and the streets.

Solid waste staff have been busy with the recent holiday collection schedule and increased holiday garbage and recycle volumes.

8th Street, Walnut Street and Highway 81 Sidewalk Projects

Work, on all of these projects, has been suspended due to weather. Items yet to be completed are mainly landscape related. The contractors responsible for completing these items have agreed to return, in the spring, as the weather permits.

2019 Construction

A sample ad, for the proposed 26th Street reconstruction, has been included in this packet. Advertisements for Riverside Drive and 21st Street will be provided once designs, for each, are more complete.

Fox Run Shared Use Path--(TAP Project)

A preconstruction meeting has been scheduled on January 22nd for the contractors and engineers to discuss the project schedule and sequence of operations. The South Dakota Department of Transportation will be administering the construction contract for this project.

9) Fire Department Update

Deputy Chief Nickles has been busy working with large local projects to ensure fire and life safety code compliance and construction that helps make fire and rescue services effective for the facilities. Projects within city limits include the Mt Marty Activities facility and Casey's on north Broadway. Outside the City limits this includes the pellet plant and the proposed ethanol facility at NAPA junction. This is just a short list of the projects but reflect the largest and most complex.

10) Library Update

The library has begun its first Winter Reading programs for all ages. We are happy with the participation so far and will continue to promote the programs over the next month. Readers 5th grade and under will earn pieces of a snowman that they can build. The snowmen are on display in our meeting room and it is fun to see the snowmen grow as the children work toward their reading goals. Middle schoolers through adults are also encouraged to participate and log each book they read for a chance to win prizes at the end of our program. We are excited to offer this program to encourage reading year-round and also to give our patrons more opportunities to use Beanstack, the software we use to track reading and activities for various programs.

The library will be closed on Monday, January 21 for all-staff training. We will be doing some safety training as well as training on specific library procedures and policies.

We recently met with a client and an advocate from Ability Building Services as well as a representative from the Department of Labor. We feel that this could be a good partnership and will soon begin working with the ABS client through the Work Experience program, which will provide the funding for up to 500 work hours.

Two of the part-time staff that were hired in November 2018, are no longer working at the library. Because we hired extra help in November, we will not be advertising for these positions at this time.

11) Monthly reports

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

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

Sincerely,

Amy Leon
City Manager

1998 - 2018 Building Permit Summary, Yankton South Dakota

Total Valuations and Housing Units			Category/Number of Permits/Valuations								
Year	Yankton's Total Permit Valuations For Year	Total Housing Units for Single Family, Town Homes & Apartments	Nursing Home, Assisted Living & Congregate Living	Single Family Homes	Average Permit Valuation Per Single Family Home	Town Homes	New Apartments	New Commercial with Foundation Permits	Commercial Additions & Remodels	Residential Additions, Remodels, Garages, Shingling	Extra Territorial Jurisdiction Permits
2018	\$19,407,736.58	91 Housing Units	0	29 Homes \$4,335,751.48	\$149,509.77	22 Units \$2,173,852.40	40 Units \$4,000,000.00	\$4,882,000.00	\$2,380,940.00	\$1,635,192.70	\$8,097,255.40
2017	\$59,219,456.31	141 Housing Units	0	33 Homes \$5,561,747.03	\$168,538	30 Units \$3,011,198.60	78 Units \$6,107,312	\$36,049,180	\$6,165,368	\$2,324,650.68	
2016	\$18,276,920	66 Housing Units	0	32 Homes \$4,520,368	\$141,262	6 Units \$773,081	28 Units \$1,160,000	\$5,308,648	\$4,352,399	\$2,162,424	
2015	\$25,743,008	115 Housing Units	0	33 Homes \$5,076,459	\$153,832	6 Units \$768,312	76 Units \$5,235,000	\$5,047,802	\$7,938,996	\$1,676,439	
2014	\$31,193,679	56 Housing Units	80 Units \$9,100,000	21 Homes \$3,606,498	\$171,738	5 Units \$624,180	30 Units \$3,080,000	\$7,384,853	\$5,623,743	\$1,774,405	
2013	\$12,842,385	22 Housing Units	0	20 Homes \$3,722,131	\$186,106	2 Units \$347,753	0	\$2,614,387	\$4,181,876	\$1,976,238	
2012	\$30,053,617	25 Housing Units	6 Units \$413,000	12 Homes \$2,141,796	\$178,483	12 Units \$1,638,446	1 Unit \$40,000	\$1,966,900	\$14,977,325	\$8,876,150	
2011	\$29,238,121	22 Housing Units	0	16 Homes \$2,927,519	\$182,970	6 Units \$997,534	0	\$14,519,958	\$4,457,499	\$6,335,611	
2010	\$27,212,225	26 Housing Units	8 units \$510,000	18 Homes, \$3,095,904	\$171,995	6 Units \$1009,784	2 Units \$90,000	\$8,568,654	\$9,831,389	\$4,106,494	
2009	\$25,716,612	32 Housing Units	13 units \$1,266,500	28 Homes \$5,208,717	\$186,026	4 Units \$581,852	0	\$6,727,973	\$6,461,710	\$5,469,860	
2008	\$20,153,991	72 Housing Units	0	34 Homes \$5,963,224	\$175,389	6 Units \$877,309	32 Units \$2,920,000	\$2,682,800	\$5,254,858	\$2,455,800	
2007	\$21,884,929	98 Housing Units	0	40 Homes \$7,648,521.00	\$191,213	6 Units \$896,668	52 Units \$4,415,528	\$4,362,240	\$2,562,613	\$1,999,359	
2006	\$41,500,243	78 Housing Units	0	48 Homes \$8,747,768	\$182,245	6 Units \$852,541	24 Units \$1,200,000	\$12,148,032	\$16,451,937	\$2,099,965	
2005	\$26,339,865	91 Housing Units	0	42 Homes \$7,543,516	\$179,608	10 Units \$1,174,874	39 Units \$3,100,000	\$5,368,080	\$7,771,084	\$1,382,311	
2004	\$29,422,390	70 Housing Units	0	54 Homes \$9,533,674	\$176,549	16 Units \$2,084,176	0	\$14,392,033	\$1,774,201	\$1,638,306	
2003	\$16,890,322	45 Housing Units	37 Units \$1,500,000	36 Homes \$6,332,957	\$175,915	6 Units \$742,807	3 Units \$189,501	\$3,285,025	\$2,643,416	\$2,196,616	
2002	\$16,922,705	39 Housing Units	0	39 Homes \$6,031,908	\$154,664	0	0	\$8,234,538	\$1,222,855	\$1,433,404	
2001	\$26,151,838	65 Housing Units	57 Units \$3,673,963	31 Homes \$4,689,864	\$151,285	4 Units \$173,561	30 Units \$1,666,818	\$13,635,047	\$1,338,468	\$974,116	
2000	\$27,191,568	75 Housing Units	112 Units \$6,695,000	43 Homes \$5,887,483	\$136,918	2 Units \$215,469	30 Units \$1,387,872	\$5,556,098	\$1,939,351	\$5,510,295	
1999	\$18,958,840	61 Housing Units	0	49 Homes \$5,461,873	\$111,466	12 Units \$1,058,364	0	\$3,699,895	\$2,939,462	\$5,799,246	
1998	\$11,200,756	87 Housing Units	20 Units \$656,000	47 Homes \$4,997,686	\$106,333	7 Units \$518,275	33 units \$1,058,000	\$1,261,653	\$1,246,302	\$1,462,840	

SUMMARY OF BUILDING PERMITS ISSUED IN 2018

Permit Type	Number of Permits	Valuation	
New Single Family Homes:	29	Homes	\$4,335,751.48 avg./res.: \$149,509.77
Two Family Town Homes:	4	Buildings	\$973,888.00 8 Housing Units
Four Family Town Homes:	2	Buildings	\$533,814.40 8 Housing Units
Six Family Town Homes	1	Building	\$666,150.00 6 Housing Units
Apartment Buildings:	1	Building	\$4,000,000.00 40 Housing Units
Foundation Permits	4		\$470,000.00
Residential Garages Including Additions to Garages:	22		\$215,866.00
Residential Remodels/Additions:	64		\$396,990.60
Shingles/Windows/Siding:	132		\$1,022,336.10
New Commercial:	7		\$4,412,000.00
Commercial Additions & Remodels:	18		\$2,380,940.00
Permits Include: TMA Automotive Repair, Stockwell Engineering Office Building, McDonalds Restaurant Remodel, Christensen Automotive Repair Building, Cimpls Mechanical Building, Avera Sacred Heart Classroom Finish, Kolberg-Pioneer Office Addition, Applied Engineering Manufacturing Addition, Yaggies Oat Processing Facility,			
ETJ Permits:	13		\$8,097,255.40
Demolition Permits:	9		
Permits Voided	7		
Permits issued in in City 2018:	300		<u>\$19,407,736.58</u>
Total Permit Valuations 2018:	313		\$27,504,991.98
Total Permit Valuations 2017:			\$59,219,456.31

	01Nov2018 30Nov2018	01Nov2017 30Nov2017	YTD 2018	YTD 2017
101 General Fund				
Revenues	1,792,870.49	1,693,217.38	10,679,444.43	10,351,984.18
Expenditures	1,233,663.80	969,167.19	8,027,684.05	8,018,412.98
201 Parks				
Revenues	14,914.23	1,070.85	67,037.24	75,420.75
Expenditures	127,125.95	94,969.37	1,028,957.16	1,170,712.02
202 Memorial Pool				
Revenues	90.25	62.57	60,837.50	59,965.64
Expenditures	683.92	3,232.01	167,044.83	187,051.19
203 Summit Activity Center				
Revenues	57,720.36	46,027.12	432,653.31	417,963.81
Expenditures	84,441.32	77,196.48	670,297.21	657,073.03
204 Marne Creek				
Revenues	122.70	104.45	1,075.90	922.10
Expenditures	14,623.45	21,311.19	105,729.55	136,046.40
205 Casualty Reserve				
Revenues	116.74	80.06	1,082.30	665.66
Expenditures		231.78		3,231.78
207 Bridge and Street				
Revenues	.75		4.48	11,006.63
Expenditures			928.79	61,280.54
211 Lodging Sales Tax				
Revenues	53,685.38	48,775.44	619,764.46	553,596.58
Expenditures	122,677.50	106,421.84	511,719.63	531,068.82
241 Infrastructure Improvement				
Revenue	1,097.41	480.39	67,937.28	103,598.59
Expenditures				
501-504 Improvements/Capital				
Revenues	99,386.00	7,505.46	104,325.32	15,036.99
Expenditures	63,185.00	1,191.43	69,112.00	85,187.45
506 Special Capital Improvements				
Revenues	330,291.11	351,279.46	4,921,879.68	3,425,044.68
Expenditures	1,153,587.31	346,595.44	6,530,503.17	2,083,305.43
509 TID #2 Morgan Square				
Revenues	24,132.29	322.12	48,267.15	25,518.71
Expenditures			23,823.78	25,196.59
510 TID #5 Menards				
Revenues	63,446.47	66,844.72	138,028.88	146,280.68
Expenditures				
511 TID #6 Westbrook Estates				
Revenues	15,291.29	7,445.22	114,757.77	28,082.85
Expenditures		20,637.63	94,746.41	20,637.63
601-604 Water				
Revenues	505,249.05	447,374.96	19,719,046.62	7,016,852.28
Expenditures	1,670,914.56	1,180,561.62	13,591,004.66	9,646,766.16
611 Wastewater				
Revenues	314,719.65	291,482.09	4,224,242.62	3,971,102.28
Expenditures	659,226.99	181,753.26	3,960,398.74	4,381,826.73
621 Cemetery				
Revenues	1,557.20	2,054.02	26,805.24	32,609.15
Expenditures	10,182.13	7,391.27	122,239.72	84,980.77

	01Nov2018 30Nov2018	01Nov2017 30Nov2017	YTD 2018	YTD 2017
631 Solid Waste Collection				
Revenues	102,630.75	93,304.11	1,766,554.73	1,012,380.93
Expenditures	104,127.80	113,244.70	1,107,092.16	1,613,306.24
637 Joint Powers Landfill				
Revenues	105,250.39	96,617.04	1,212,329.25	1,570,290.07
Expenditures	180,775.09	150,043.19	1,503,843.08	1,229,742.24
641 Fox Run Golf Course				
Revenues	5,226.09	10,270.51	654,875.94	751,331.17
Expenditures	71,938.60	51,666.99	901,675.36	907,392.62

FINANCE MONTHLY REPORT

Activity	NOV 2018	NOV 2017	NOV 2018 YTD	NOV 2017 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	44,452	44,309	612,456	690,255
Water Billed	\$465,261.20	\$426,707.43	\$5,466,815.75	\$5,538,994.98
Basic Water Fee/Rate per 1000 gal.*	\$24.61/\$5.83	\$21.71/\$5.55		
Number of Accounts Billed	5,466	5,458	59,211	58,995
Number of Bills Mailed	5,466	5,458	59,211	58,995
Total Meters Read	5,724	5,667	62,612	62,042
Meter Changes/pulled	2	6	43	36
Total Days Meter Reading	1	1	11	111
Misreads found prior to billing	-	-	-	-
Customers requesting Rereads	-	-	-	2
Sewer				
Sewer Billed	\$310,076.10	\$290,092.08	\$3,420,118.57	\$3,323,402.59
Basic Sewer Fee/Rate per 1000 gal.*	\$10.18/\$6.17	\$9.69/\$5.87		
Solid Waste				
Solid Waste Billed	\$104,456.14	\$98,622.92	\$1,094,363.58	\$1,055,201.38
Basic Solid Waste Fee*	\$21.83	\$20.79		
Total Utility Billing:	\$879,793.44	\$815,422.43	\$9,981,297.90	\$9,917,598.95
Adjustment Total:	(\$40.00)	\$29.49	\$5,431.99	(\$6,103.54)
Misread Adjustments	\$0.00	\$0.00	\$6,874.84	\$0.00
Other Adjustments	\$0.00	\$149.49	(\$222.85)	(\$4,573.54)
Penalty Adjustments OFF	(\$50.00)	(\$120.00)	(\$1,270.00)	(\$1,600.00)
Penalty Adjustments ON	\$10.00	\$0.00	\$50.00	\$70.00
New Accounts/Connects	51	35	790	896
Accounts Finaled/Disconnects	196	177	1075	873
New Accounts Set up	3	8	65	64
Delinquent Notices	381	346	4335	4105
Doorknockers	116	153	1640	1483
Delinquent Call List	71	118	913	940
Notice of Termination Letters	6	11	118	132
Shut-off for Non-payment	4	5	69	65
Delinquent Notice Penalties	\$3,810.00	\$3,460.00	\$43,350.00	\$41,050.00
Doorknocker Penalties	\$1,160.00	\$1,530.00	\$16,400.00	\$14,830.00
Other Office Functions:				
Interest Income	\$67,859.25	\$31,738.18	\$680,391.58	\$324,415.70
Interest Rate-Checking Account	2.59%	1.50%		
Interest Rate-CDs	N/A	N/A	N/A	N/A
# of Monthly Vendor Checks	186	197		
Payments Issued to Vendors	\$ 5,185,869.28	\$ 3,354,059.89	\$24,984,692.57	\$24,984,692.57
# of Employees on Payroll	207	226		
Monthly Payroll *	\$ 642,692.87	\$ 404,716.80	\$5,371,690.90	\$4,887,089.72

*3 payperiods in November 2018

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

2nd - half of December information:

Fitness Classes-	
Early Bird Boot Camp class	19 participants
Power Abs	21 participants
Prime Time Senior class	58 participants
Tabata class	62 participants
Water aerobics	102 participants
Work-Out Express class	62 participants
Yoga classes	42 participants
Zumba class	9 participants

Rentals-	
o Birthday rentals-	3 parties
o SAC courts-	11 hours
o Theater-	0 hours
o Meeting rooms-	9 hours
o City Hall courts-	18.5 hours
o Capital Building-	1 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rental

SAC members-	2,239 people
SAC memberships-	1090
SAC attendance-	2,989 visits
New members-	59 people

Wednesday, December 26- No School Special- \$1/admittance for non-members. 77 paid admittance.

Thursday, December 27- No School Special- \$1/admittance for non-members. 15 paid admittance.

Friday, December 28- No School Special- Optimist Club Free Swim & Gym. 134 participants.

Monday, December 31- No School Special- \$1/admittance for non-members. 47 paid participants.

Registration for the Bucks and Gazelles Youth Basketball program is currently taking place and the registrations are being collected by the Summit Activities Center.

Registration is currently taking place for winter swim lessons at the Summit Activities Center.

Brittany is working on the fireworks order for July 4, 2019. Brittany is planning on having the fireworks display from the upper deck of the Meridian Bridge.

PARKS

The Parks Department received a Thank You card from the JLB Mission 23 Foundation committee thanking us for the time and effort in preparing Ridgeway Park for the Jaxson Boomsma event again in 2018.

The Parks Department tried to make outdoor ice for ice skating. With the warm ground temperatures and the above normal warm air temperatures, the months of November and December were not conducive for making outdoor ice.

The Parks Department is working with the Street Department to take down dead, diseased, or hazardous trees on City property and in street ROW's. Parks staff are trimming trees in parks and green spaces maintained by the City. The Street Department helps in this effort with large limbs. Ash trees are being removed also as a part of the Emerald Ash Borer Mitigation Plan for ROW's, boulevards, and City owned property. The goal is to take approximately 100 Ash trees each year for six years to avoid having to take down the Ash trees once the EAB is in our area.

The Parks Department is in the process of taking down Christmas decorations.

The Parks Department is beginning to prepare for 2019 Capital purchases.

The Parks, Trails, and Cemetery staff remove snow and ice as needed from City properties or public right-of-ways.

DEPARTMENT NAMES	\$
ADMINISTRATION	39,496.12
FINANCE	32,565.13
COMMUNITY DEVELOPMENT	23,331.52
POLICE/A.C./DISPATCH	172,429.97
FIRE	12,089.70
ENGINEERING / SR. CITIZENS	41,431.37
STREETS	42,887.14
SNOW & ICE	9,459.66
TRAFFIC CONTROL	3,571.46
LIBRARY	28,583.50
PARKS / SAC	64,969.46
MEMORIAL POOL	-
MARNE CREEK	3,433.00
WATER	29,634.91
WASTEWATER	37,241.70
CEMETERY	3,928.58
SOLID WASTE	21,157.06
LANDFILL / RECYCLE	18,455.28
GOLF COURSE	11,428.49
CENTRAL GARAGE	8,892.56
	604,986.61

NEW HIRES

Personnel Changes & New Hires

Matthew Davis	1341.66 bi-wk.	Library
Kenni Easton	9.85 hr.	Recreation Department
Teresa McDermontt	20.00 hr.	Recreation Department
Hillary Thege	9.65 hr.	Recreation Department
Jeff Todd	11.00 hr.	Library

WAGE CHANGE

Elizabeth Carter	11.75 hr.	Recreation Department
Drew Cheskie	10.15 hr.	Recreation Department
Tracie Erdmann	11.00 hr.	Recreation Department
Adam Haberman	3315.50 bi-wk.	Engineering & Inspection
Leo Hastreiter	10.00 hr.	Recreation Department
Walker Hunhoff	10.40 hr.	Recreation Department
Christopher Kinsley	10.40 hr.	Recreation Department
Julie Koller	12.75 hr.	Recreation Department

Tony McGlone	10.22 hr.	Recreation Department
Case Roth	10.25 hr.	Recreation Department
Heather Thomas	12.50 hr.	Recreation Department
Logan Ulmer	11.00 hr.	Recreation Department

STATUS CHANGE

Sage Chytka	2308.93 bi-wk.	Water Plant Supervisor to Superintendent
Dean Larson	2297.62 bi-wk.	Detective to Sergeant

**City of Yankton Building Report
December 2018**

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
12/31/2019	BLDG-18-0301	YANKTON SCHOOL DISTRICT #63- 1200 West 21st St.	Install Door	\$6,000.00	CITY OF YANKTON PO BOX 176 YANKTON, SD 57078	\$20.00
12/03/2019	BLDG-18-0302	SHREVE, ROGER 1406 ASH ST	Front Deck	\$400.00	Robert Gaines 1406 Ash St. YANKTON, SD 57078	\$10.00
12/04/2019	BLDG-18-0303	ANDERSON, JOHN W 215 WEST 3 ST	Window Replacement	\$17,000.00	Ben Anderson 7504 W. 58th St. SIOUX FALLS, SD 57106	\$20.00
12/05/2019	BLDG-18-0304	CIMPLS INC 1000 CATTLE DR	New Mechanical Building	\$1,200,000.00	Nelson Industrial Construction & Engineering 2610 Dakota Ave. South Sioux City, NE 68776	\$1,987.00
12/06/2019	BLDG-18-0305	KOLBERG-PIONEER INC 700 WEST 21 ST	Office Addition	\$112,000.00	WELFL CONSTRUCTION CORP PO BOX 60 YANKTON, SD 57078	\$355.00
12/11/2019	BLDG-18-0306	JOHANNESON CONTRACTING INC 2512, 2514 DORIAN DR	Two Family Home New	\$309,289.00	JOHANNESON CONTRACTING INC 2400 WEST CITY LIMITS RD STE. F YANKTON, SD 57078	\$652.00
12/11/2019	BLDG-18-0307	K Construction 2515 COLTON AVENUE	Single Family Home - New	\$136,721.60	K Construction PO BOX 519 YANKTON, SD 57078	\$392.50
12/14/2019	BLDG-18-0308	Bornitz, Connie 1004 WEST 10 ST	Single Family Home Remodel	\$10,000.00	Bornitz, Connie PO BOX 708 YANKTON, SD 57078	\$64.50
12/18/2019	BLDG-18-0309	JODEBAL INC 703 Archery Lane	Steel Roof Replacement	\$38,000.00	James Steel Inc. P.O. Box 733 Yankton, SD 57078	\$20.00
12/19/2019	BLDG-18-0310	MITCHELL, MICHELE M TRUST 1702 MULBERRY ST	Basement Finish	\$8,000.00	MITCHELL, MICHELE M TRUST PO BOX 711 YANKTON, SD 57078	\$56.50
12/19/2019	BLDG-18-0311	SACRED HEART HOSPITAL 409 SUMMIT ST	Office Finish	\$227,000.00	SACRED HEART HOSPITAL Atten: 501 SUMMIT ST YANKTON, SD 57078	\$527.50
12/28/2019	BLDG-18-0312	Stoakes, Preston 2516 Wynn Way	Basement Finish	\$15,000.00	Stoakes, Preston 2516 Wynn Way YANKTON, SD 57078	\$84.50
12/31/2019	BLDG-18-0313	CITY OF YANKTON 416 Walnut St.	Office Remodel	\$2,000.00	CITY OF YANKTON PO BOX 176 YANKTON, SD 57078	\$32.50

**City of Yankton Building Report
December 2018**

December 2018 Total Valuation:	\$2,081,410.60	Total Fees:	\$4,222.00
December 2017 Total Valuation:	\$852,165.37		
2018 to Date Valuation:	\$27,504,991.98		
2017 to Date Valuation:	\$59,219,456.31		

12/13/18

Fox Run Golf Course
Statement of Revenues & Expenses

	01Nov2018 30Nov2018	01Nov2017 30Nov2017	01Jan2018 30Nov2018	01Jan2017 30Nov2017	Legal Budget
Direct Revenues:					
Concessions	798.18	2,470.76	158,846.71	153,585.57	161,700.00
Pro Shop	4,066.76	4,887.96	80,024.67	81,592.62	91,200.00
Course	337.71	2,911.78	413,870.27	457,946.35	466,900.00
	-----	-----	-----	-----	-----
Total Direct Revenues	5,202.65	10,270.50	652,741.65	693,124.54	719,800.00
Direct Expenses:					
Concessions	4,100.41	4,081.90	76,022.48	68,462.60	62,700.00
Pro Shop	2,433.05	1,656.67	63,734.26	72,218.25	45,000.00
Course	5,987.51	1,297.66	60,406.31	100,782.23	38,500.00
	-----	-----	-----	-----	-----
Total Direct Expenses	12,520.97	7,036.23	200,163.05	241,463.08	146,200.00
Add Beginning Inventory					
Less Ending Inventory					
Net Direct Income (Loss)					
Indirect Revenues -	23.44	.01	2,134.29	58,206.63	1,000.00
Indirect Expenses:					
Personal Services	29,190.41	25,670.22	336,645.96	350,119.12	405,872.00
Insurance			6,832.04	6,359.40	6,710.00
Professional Services	13,862.73	5,392.74	88,035.61	26,573.09	22,900.00
Advertising	80.51	550.00	8,168.38	7,128.60	4,500.00
Repair & Maintenance	3,770.24	3,907.96	65,605.16	43,022.61	52,500.00
Supplies & Materials	2,973.29	2,412.46	54,050.08	62,360.79	59,600.00
Travel, Conference & Dues	1,260.26	49.21	3,509.71	1,419.77	3,250.00
Utilities	2,386.57	2,429.39	30,518.07	31,230.80	37,600.00
Billing and Administration					
Depreciation	5,893.62	4,218.78	59,805.30	46,406.58	55,745.00
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Total Indirect Expenses	59,417.63	44,630.76	653,170.31	574,620.76	648,677.00
Net Operating Income	(66,712.51)	(41,396.48)	(198,457.42)	(64,752.67)	(74,077.00)
	=====	=====	=====	=====	=====
Capital Outlay			48,342.00	91,308.78	82,000.00
	=====	=====	=====	=====	=====

12/13/18

Fox Run Golf Course
Statement of Revenues

1

	01Nov2018 30Nov2018	01Nov2017 30Nov2017	01Jan2018 30Nov2018	01Jan2017 30Nov2017	Legal Budget
Concessions					
CASH Long	1.38	28.92	1,833.90	1,204.48	1,000.00
PREPARED FOOD	301.22	844.45	43,983.65	40,865.46	40,000.00
PRE-PACKAGED FOOD	22.00	111.66	4,971.37	6,619.51	10,700.00
BEER	305.35	1,161.46	89,975.36	87,135.24	85,000.00
BOTTLED POP	168.23	324.27	18,082.43	17,760.88	25,000.00
MISCELLANEOUS CONCESSIONS					
	-----	-----	-----	-----	-----
Total Concessions	798.18	2,470.76	158,846.71	153,585.57	161,700.00
Pro Shop					
GOLF BALLS	536.41	682.83	18,367.83	14,468.70	19,000.00
GLOVES	80.67	212.64	5,784.89	5,131.58	6,000.00
GOLF CAPS/VISORS	19.95	230.95	3,385.10	4,470.57	7,000.00
MERCHANDISE	1,370.34	2,252.17	18,748.07	23,583.00	16,000.00
MERCHANDISE NON-TAX					200.00
GOLF EQUIPMENT	1,972.44	1,397.88	29,308.86	25,434.71	30,000.00
MISCELLANEOUS MERCHANDISE			42.96		
CLUB REPAIRS	86.95	111.49	3,551.07	6,748.05	11,000.00
LESSONS			835.89	1,756.01	2,000.00
	-----	-----	-----	-----	-----
Total Pro Shop	4,066.76	4,887.96	80,024.67	81,592.62	91,200.00
Course					
SIMULATOR	3.72	250.50	5,799.31	5,008.61	7,000.00
SIMULATOR NON-TAXABLE				278.19	600.00
SEASON PASS		821.58	141,757.53	170,047.96	169,000.00
SEASON PASS NON-TAX				3,616.21	3,500.00
GREEN FEES-WEEKENDS/HOLIDAYS		124.67	55,182.92	57,869.02	52,000.00
GRREN FEES NON-TAX			2,792.65	4,782.13	6,500.00
GREEN FEES - WEEKDAYS	167.50	611.47	53,281.56	56,704.74	70,000.00
GOLF CAR RENTAL	166.49	638.00	88,592.37	82,241.84	73,000.00
GOLF CAR STORAGE (NON-TAX)		272.30	16,367.63	20,958.09	21,600.00
TRAIL FEES		172.10	21,753.74	23,933.67	29,000.00
PULL CART RENTAL		3.74	246.84	508.64	500.00
GOLF CLUB RENTAL			145.21		800.00
DRIVING RANGE		17.42	15,786.81	16,192.24	18,500.00
DRIVING RANGE NON-TAX			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	
	-----	-----	-----	-----	-----
Total Course	337.71	2,911.78	413,870.27	457,946.35	466,900.00
Total Direct Revenues	5,202.65	10,270.50	652,741.65	693,124.54	719,800.00
	=====	=====	=====	=====	=====

12/13/18

Fox Run Golf Course
Statement of Expenditures

1

	01Nov2018 30Nov2018	01Nov2017 30Nov2017	01Jan2018 30Nov2018	01Jan2017 30Nov2017	Legal Budget
Concessions					
CASH SHORT	6.12	19.36	2,178.86	797.06	1,200.00
PREPARED FOODS	2,297.32	2,544.23	32,826.20	28,691.54	22,000.00
CANDY		73.45	2,612.03	2,175.95	3,500.00
BEER	661.50	1,128.15	29,309.43	29,928.15	27,000.00
POP	1,135.47	316.71	9,095.96	6,869.90	9,000.00
	-----	-----	-----	-----	-----
Total Concessions	4,100.41	4,081.90	76,022.48	68,462.60	62,700.00
Pro Shop					
GOLF BALLS			11,569.17	6,466.38	10,000.00
GLOVES			3,320.80	3,996.26	3,000.00
GOLF CAPS/VISORS		761.16	1,897.62	2,401.04	1,000.00
MERCHANDISE		622.99	11,756.73	28,946.74	10,000.00
GOLF EQUIPMENT	2,433.05	201.19	35,073.35	24,260.39	15,000.00
TRADE IN GOLF EQUIPMENT					
CLUB REPAIRS		71.33	116.59	6,147.44	6,000.00
	-----	-----	-----	-----	-----
Total Pro Shop	2,433.05	1,656.67	63,734.26	72,218.25	45,000.00
Course					
GOLF CAR RENTAL	5,837.51		48,083.18	84,760.97	25,500.00
REIMBURSEMENT-GOLF SHED RENTAL					
PULL CART RENTAL					
DRIVING RANGE	150.00	983.16	4,854.00	5,092.16	4,200.00
HANDICAPING			6,869.00	7,810.00	7,800.00
JUNIOR GOLF PROGRAM		314.50	548.56	2,732.60	1,000.00
GOLF CART WRAPS					
LEAGUE SOFTWARE ADS					
	-----	-----	-----	-----	-----
Total Course	5,987.51	1,297.66	60,406.31	100,782.23	38,500.00
Total Direct Expenditures	12,520.97	7,036.23	200,163.05	241,463.08	146,200.00
	=====	=====	=====	=====	=====

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2018

Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2018 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$1,202,097.05	\$881,707.94	\$2,083,804.99	\$1,719,080.00	\$1,880,360.00
<i>Expenses:</i>					
Personal Services	274,091.72	268,822.65	542,914.37	621,218.58	677,693.00
Operating Expenses	245,862.48	307,565.87	553,428.35	694,166.00	757,272.00
Depreciation (est)	177,497.57	295,570.83	473,068.40	367,085.58	400,457.00
Trench Depletion	0.00	145,030.91	145,030.91	190,545.67	207,868.00
Closure/Postclosure Resrv	0.00	8,372.81	8,372.81	7,902.58	8,621.00
Amortization of Permit	0.00	1,096.84	1,096.84	1,035.83	1,130.00
<i>Total Operating Expenses</i>	697,451.77	1,026,459.91	1,723,911.68	1,881,954.25	2,053,041.00
<i>Non Operating Expense-Interest</i>	(9,237.04)	47,893.73	38,656.69	109,890.92	119,881.00
<i>Landfill Operating Income</i>	513,882.32	(192,645.70)	321,236.62	(272,765.17)	(292,562.00)
Joint Recycling Center					
<i>Total Revenue</i>	0.00	107,101.38	107,101.38	209,233.75	228,255.00
<i>Expenses:</i>					
Personal Services	0.00	219,393.07	219,393.07	201,982.92	220,345.00
Operating Expenses	0.00	115,338.80	115,338.80	107,433.33	117,200.00
Depreciation (est)	0.00	28,790.43	28,790.43	69,663.92	75,997.00
<i>Total Operating Expenses</i>	0.00	363,522.30	363,522.30	379,080.17	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	(256,420.92)	(256,420.92)	(169,846.42)	(185,287.00)
<i>Total Operating Income</i>	\$523,119.36	(\$449,066.62)	\$64,815.70	(\$442,611.58)	(\$477,849.00)
Tonage in Trench:	<u>11/30/2017</u>	<u>11/30/2018</u>			
Asbestos	43.03	74.01	74.01	45.83	50.00
Centerville	222.28	228.82	228.82	256.67	280.00
Beresford	1,246.36	1,310.49	1,310.49	1,306.25	1,425.00
Clay County Garbage	12,928.08	13,470.90	13,470.90	12,191.67	13,300.00
Elk Point	973.46	977.58	977.58	1,035.83	1,130.00
Yankton County Garbage	21,359.44	21,996.46	21,996.46	21,083.33	23,000.00
<i>Total Tonage in Trench</i>	36,772.65	38,058.26	38,058.26	35,919.58	39,185.00
Operating Cost per ton			\$45.30	\$55.45	\$55.45

This report is based on the following:

Revenue accrual thru November 30, 2018

Expenses cash thru November 30, 2018 with December's Bills

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2018

Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2018 Budget
Source of Funds					
<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	523,119.36	(449,066.62)	74,052.74	(438,028.25)	(477,849.00)
Depreciation	177,497.57	324,361.26	501,858.83	436,749.50	476,454.00
Trench Depletion	0.00	145,030.91	145,030.91	190,545.67	207,868.00
Amortization of Permit	0.00	1,096.84	1,096.84	1,035.83	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	1,512.00	0.00	1,512.00	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	8,720.20	19,238.07	27,958.27	7,150.00	7,800.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(735,145.96)	735,145.96	0.00	102,686.83	112,022.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>643,607.17</u>	<u>1,828,508.42</u>	<u>2,472,115.59</u>	<u>2,017,615.58</u>	<u>2,044,901.00</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	65,002.20	44,000.00	109,002.20	313,500.00	342,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	8,372.81	8,372.81	7,902.58	8,621.00
<i>Joint Recycling Center</i>					
Equipment	0.00	20,800.00	20,800.00	142,083.33	155,000.00
<i>Payment Principal</i>	63,738.58	113,130.55	176,869.13	218,152.92	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>186,303.36</u>	<u>315,044.14</u>	<u>681,638.83</u>	<u>743,606.00</u>
<i>Ending Balance</i>	<u>\$514,866.39</u>	<u>\$1,642,205.06</u>	<u>\$2,157,071.45</u>	<u>\$1,335,976.75</u>	<u>\$1,301,295.00</u>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2018 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$4,799.10	\$4,799.10	\$3,208.33	\$3,500.00
Elk Point	0.00	45,885.99	45,885.99	48,166.25	\$52,545.00
Centerville	0.00	10,745.83	10,745.83	11,935.00	13,020.00
Beresford	0.00	61,534.76	61,534.76	60,775.00	66,300.00
Clay County Garbage	0.00	660,963.51	660,963.51	608,162.50	663,450.00
Compost-Yd Waste-Wood	0.00	9,454.88	9,454.88	4,583.33	5,000.00
Contaminated Soil	0.00	66,446.96	66,446.96	3,666.67	4,000.00
White Goods	0.00	6,231.00	6,231.00	4,583.33	5,000.00
Tires	0.00	3,565.70	3,565.70	3,666.67	4,000.00
Electronics	0.00	4,969.60	4,969.60	4,583.33	5,000.00
Other Revenue	2,892.43	7,110.61	10,003.04	18,425.00	20,100.00
Less Recycling Tipping Fee	0.00	0.00	0.00	(106,842.08)	(116,555.00)
Cash long	(14.53)	0.00	(14.53)	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	38,710.39	0.00	38,710.39	47,666.67	52,000.00
Transfer Fees	1,157,262.04	0.00	1,157,262.04	1,006,500.00	1,098,000.00
Metal	2,137.52	0.00	2,137.52	0.00	5,000.00
Other Operational - Solid Waste	1,109.20	0.00	1,109.20	0.00	0.00
Total Revenue	1,202,097.05	881,707.94	2,083,804.99	1,719,080.00	1,880,360.00
<i>Expenses: (cash)</i>					
Personal Services	274,091.72	268,822.65	542,914.37	621,218.58	677,693.00
Insurance	17,956.31	6,714.64	24,670.95	24,802.25	27,057.00
Professional Service/Fees	8,023.74	47,751.67	55,775.41	66,000.00	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	38,058.26	38,058.26	35,750.00	39,000.00
Professional - Legal/Audit	2,679.30	0.00	2,679.30	1,145.83	1,250.00
Publishing & Advertising	1,076.92	2,007.11	3,084.03	1,650.00	1,800.00
Rental	0.00	0.00	0.00	458.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	2,289.60	55,739.06	58,028.66	51,333.33	56,000.00
Motor vehicle repair	13,757.30	5,255.26	19,012.56	21,541.67	23,500.00
Vehicle fuel & maintenance	121,297.33	42,327.14	163,624.47	214,500.00	234,000.00
Equip, Mat'l & Labor	47,628.40	0.00	47,628.40	11,000.00	12,000.00
Building repair	1,929.09	1,856.59	3,785.68	22,000.00	24,000.00
Facility repair & maintenance	0.00	5,491.47	5,491.47	32,083.33	35,000.00
Postage	485.39	5.19	490.58	687.50	750.00
Office supplies	1,790.92	1,599.51	3,390.43	2,933.33	3,200.00
Copy supplies	92.07	4.97	97.04	343.75	375.00
Uniforms	442.49	4,248.06	4,690.55	4,308.33	4,700.00
Small Tools & Hardware	188.79	0.00	188.79	229.17	250.00
Travel & Training	0.00	3,271.39	3,271.39	4,125.00	4,500.00
Operating supply	1,920.17	65,130.38	67,050.55	135,300.00	147,600.00
Electricity	7,803.23	15,419.09	23,222.32	27,683.33	30,200.00
Heating Fuel - Gas	12,103.90	10,400.07	22,503.97	29,333.33	32,000.00
Water	2,059.86	547.30	2,607.16	2,750.00	3,000.00
WW service	1,111.20	0.00	1,111.20	1,191.67	1,300.00
Landfill	229.73	0.00	229.73	183.33	200.00
Telephone	996.74	1,738.71	2,735.45	2,832.50	3,090.00
Depreciation (est)	177,497.57	295,570.83	473,068.40	367,085.58	400,457.00
Trench Depletion		145,030.91	145,030.91	190,545.67	207,868.00
Closure/Postclosure Resrv		8,372.81	8,372.81	7,902.58	8,621.00
Amortization of Permit		1,096.84	1,096.84	1,035.83	1,130.00
Total Op Expenses	697,451.77	1,026,459.91	1,723,911.68	1,881,954.25	2,053,041.00

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2018

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2018 Budget
<i>Non Operating Expense-Interest</i>	(9,237.04)	47,893.73	38,656.69	109,890.92	119,881.00
<i>Operating Income (Loss)</i>	\$513,882.32	(\$192,645.70)	\$321,236.62	(\$272,765.17)	(\$292,562.00)
<i>Capital:</i>					
Capital Outlay	\$65,002.20	\$44,000.00	\$109,002.20	\$313,500.00	\$342,000.00
Landfill Development	0.00	0.00	0.00	232,833.33	\$254,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$65,002.20	\$44,000.00	\$109,002.20	\$546,333.33	\$596,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Sale Proceeds	\$1,512.00	\$0.00	\$1,512.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$735,145.96)	\$735,145.96	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		74.01	74.01	45.83	50.00
Beresford		1,310.49	1,310.49	1,306.25	1,425.00
Centerville Garbage		228.82	228.82	256.67	280.00
Clay County Garbage		13,470.90	13,470.90	12,191.67	13,300.00
Elk Point		977.58	977.58	1,035.83	1,130.00
Yankton County Garbage		21,996.46	21,996.46	21,083.33	23,000.00
<i>Total Tonage in Trench</i>		38,058.26	38,058.26	35,919.58	39,185.00
Operating Cost per ton			\$45.30	\$55.45	\$55.45

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	11 Month Budget	Legal 2018 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	106,842.08	116,555.00
Magazines	0.00	1,418.18	1,418.18	2,750.00	3,000.00
Metal/Tin	0.00	(593.00)	(593.00)	1,100.00	1,200.00
Plastic	0.00	8,276.28	8,276.28	13,750.00	15,000.00
Aluminum	0.00	14,439.10	14,439.10	12,833.33	14,000.00
Newsprint	0.00	6,592.44	6,592.44	11,000.00	12,000.00
Cardboard	0.00	47,641.16	47,641.16	41,250.00	45,000.00
High Grade Paper	0.00	11,826.95	11,826.95	4,583.33	5,000.00
Other Material	0.00	17,500.27	17,500.27	7,333.33	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	7,791.67	8,500.00
Total Revenue	0.00	107,101.38	107,101.38	209,233.75	228,255.00
<i>Expenses:</i>					
Personal Services	0.00	219,393.07	219,393.07	201,982.92	220,345.00
Insurance	0.00	1,723.73	1,723.73	2,291.67	2,500.00
Professional Service/Fees	0.00	106.00	106.00	16,500.00	18,000.00
Hazardous Waste Collection	0.00	43,278.35	43,278.35	31,166.67	34,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	1,349.58	1,349.58	1,833.33	2,000.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	8,260.95	8,260.95	9,854.17	10,750.00
Vehicle repair & maintenance	0.00	915.93	915.93	687.50	750.00
Vehicle fuel	0.00	4,152.08	4,152.08	4,583.33	5,000.00
Building repair & maintenance	0.00	4,269.42	4,269.42	2,750.00	3,000.00
Postage	0.00	1.30	1.30	595.83	650.00
Freight	0.00	15,260.00	15,260.00	1,833.33	2,000.00
Office supplies	0.00	741.18	741.18	916.67	1,000.00
Uniforms	0.00	310.44	310.44	458.33	500.00
Materials Purchases	0.00	4,792.50	4,792.50	4,125.00	4,500.00
Travel & Training	0.00	2,012.20	2,012.20	1,375.00	1,500.00
Operating Supplies	0.00	10,318.89	10,318.89	9,166.67	10,000.00
Copy Supply	0.00	5.08	5.08	320.83	350.00
Electricity	0.00	5,667.42	5,667.42	5,958.33	6,500.00
Heating Fuel-Gas	0.00	3,264.13	3,264.13	4,125.00	4,500.00
Water	0.00	467.29	467.29	595.83	650.00
WW service	0.00	1,062.66	1,062.66	1,100.00	1,200.00
Telephone	0.00	881.75	881.75	779.17	850.00
Revenue Sharing	0.00	6,497.92	6,497.92	6,416.67	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	28,790.43	28,790.43	69,663.92	75,997.00
Total Op Expenses	0.00	363,522.30	363,522.30	379,080.17	413,542.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$256,420.92)	(\$256,420.92)	(\$169,846.42)	(\$185,287.00)
Capital Outlay	\$0.00	\$20,800.00	\$20,800.00	\$142,083.33	\$155,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru November 30, 2018

Expenses cash thru November 30, 2018 with December'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
November	34,299.75	7,756.36	42,056.11	3,478.33	40.11	0.00	(76,396.80)	(76,396.80)	34,299.75	(68,640.44)	(34,340.69)
Subtotal	504,173.68	(144,751.97)	359,421.71	38,058.26	45.30	0.00	(256,420.92)	(256,420.92)	504,173.68	(401,172.89)	103,000.79

12/3/2018

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
November 2018	259.05	597.64	497.55	0.00	0.00	96.01	18.78	1,209.98	387.83	1,856.86
2018 Total	2,704.20	6,896.92	5,701.90	0.00	0.00	968.04	132.54	13,699.40	5,218.34	21,621.94

City of Yankton
Airport Advisory Board Meeting Minutes
For
November 21, 2018
unapproved

The meeting was called to order at 8:00AM by Chairman Cox.

ROLL CALL:

Present: Chairman Jim Cox, Dawn Steffes, Roger Huntley and City Commission Representative Jake Hoffner.

Unable to attend: Steve Hamilton, George Munn and Mark Yonke.

Also present: Mike Roinstad, Dave Mingo and Chris Nelson

October 24, 2018 minutes

18-23 **MOTION** -- It was moved by Jake Hoffner and seconded by Roger Huntley to approve the minutes from the October 24, 2018 meeting.

VOTE - Voting "Aye" - all members present. Voting "Nay" - none.

MOTION - PASSED

Mike Roinstad provided the Monthly Fuel Report for October, 2018. There were 77 transactions totaling 7,288.8 gallons. For comparison, in October, 2017 there were 80 transactions totaling 5,558.7 gallons sold for an increase of 1,730.1 gallons sold.

Staff Report

Dave Mingo informed the Board that the City Commission will be considering a pre-application for the 2019 project at their meeting on December 10th. He also mentioned that staff are reminding all of the advisory boards that there is a municipal election on December 11th and no matter how you feel about the issue, please vote. The item up for election is the property tax opt-out to help fund the proposed aquatic facility. Dave also mentioned that the Holiday of Lights Parade is November 29th and they are still looking for entries. There was an airplane in the parade last year.

Update on Apron Expansion & Hangar Relocation Project

The environmental hurdles have all been cleared. The project will move forward in 2019 and city staff will continue to emphasize the need for the hangar relocation costs to be included in the grant. The Board discussed the possibility of trying to pledge entitlement money from a future year for the hangar relocation portion of the project. However, it is recognized that funding is typically used on the next project in the plan. The current goal is to get the FAA to acknowledge the full cost of the hangar relocation should be eligible.

Grant Request for Federal Supplemental Appropriation

Dave Mingo reported that the City Commission has approved the request for the supplemental appropriation for the crosswind runway project. It has also been submitted. As previously discussed, it is a competitive program targeted at larger facilities but it is always good to make the request.

Other Business

Jake Hoffner informed the Board that the Yankton Regional Aviation Association (YRAA) Board discussed the possibility of having an air show. Jake is in favor of such an event. He also stated that Young Eagles Coordinator, Kristin Lacy, was also supportive of such an event. He suggested that it could be a one-day event with a budget of around \$40,000. Insurance would need to be considered. Funding could come from a charge for entry and sponsor requests. Jake is going to talk to Sioux Falls officials to see how their show works. Chairman Cox stated that he hopes if the idea moves forward, YRAA investigates the details and brings a proposal forward to the Airport Board and City Commission.

Chairman Cox shared an article about Yankton that was in the Rapid City Journal. It appears to be an expanded version of an article that had previously appeared in the Press and Dakotan.

ADJOURNMENT

18-24 **MOTION** –It was moved by Roger Huntley and seconded by Jake Hoffner to adjourn meeting.

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

Meeting adjourned at 8:40 AM

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
Monday, December 10, 2018 @ 5:30PM

The meeting was called to order at 5:30 PM by Chairman Pier.

ROLL CALL:

Present – Deb Specht, , Brad Wenande, Dr. Scott Shindler, Lynn Peterson, Mike Healy, Jon Economy, City Commission Liaison Dave Carda, ETJ Representative Michael Welch, Chairman Steve Pier

Unable to attend: Marc Mooney and Bruce Viau.

Chairman Pier called for consideration of the November 5, 2018 meeting minutes.

18-56 **MINUTES** – November 5, 2018

MOTION – It was moved by Commissioner Wenande and seconded by Commissioner Shindler to approve the minutes from November 5, 2018.

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

MOTION – PASSED

CONSENT ITEMS:

Chairman Steve Pier stated there were no Consent Agenda items.

OLD BUSINESS:

Chairman Steve Pier state there was no Old Business.

NEW BUSINESS:

Chairman Pier moved on to New Business to discuss the Replat of Lot 1 of the Replat of Lots 1, 2, 3, 10, 11 and 12 of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota as filed in Book S11 on Page 15. To be hereinafter known as; Lots 1A and 1B of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota. Address 301 W. 31st Street. Stewart H. Huber, owner.

Dave Mingo provided background on the subject and stated the location of the proposed plat is in the city to the east of the bowling alley. The proposed plat represents new property lines that would divide existing structures and provide a new lot for development. The plat is subject to the provision of the Subdivision Ordinance. All requirements have been met by previous plats and development except the front yard utility easements which are included in this proposal. Commissioner Healy asked if we have seen this type of plat before. Mr. Mingo stated that this is unusual but we have had other situations like this. Staff recommends approval of the proposed plat.

18-57 **MOTION** – It was moved by Commissioner Shindler and seconded by Commissioner Peterson to recommend approval of the Replat of Lot 1 of the Replat of Lots 1, 2, 3, 10, 11 and 12 of Block 2, Airport Acres in the City of Yankton, Yankton County, South

Dakota as filed in Book S11 on Page 15. To be hereinafter known as; Lots 1A and 1B of Block 2, Airport Acres in the City of Yankton, Yankton County, South Dakota. Address 301 W. 31st Street. Stewart H. Huber, owner.

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

MOTION – PASSED

SCHEDULE:

December 5, 2018: City Commission reviews the plat and makes final decision.

Chairman Pier continued on with New Business to discuss the Plat of Lots 30, 45, 59, 71, 72, 73 and 74, Crestview Homes Subdivision in the NE 1/4 of Section 21, T93N, R56W of the 5th P.M., Yankton County, South Dakota. Address, 300 Blocks of Tulip Lane and Lilac Lane. Matthew Christensen, Managing Member, White Crane Estates, L.L.C., owner.

Dave Mingo provided background on the subject and stated the location of the proposed plat is in the City’s three mile plating jurisdiction. This allows the City to require the dedication of right-of-way along the extension of the planned street grid. The proposed plat is located in a previously approved subdivision with identified right-of-way corridors serving as the primary access to the property. The previous right-of-way dedications meet the requirements of the City’s review process for the location. The plat is not adjacent to the City’s corporate limits so the Subdivision Ordinance requirements do not apply. The proposal will be subject to county platting and land use approval requirements as it moves forward through that process. Staff recommends approval of the proposed plat.

18-58 **MOTION** – It was moved by Commissioner Peterson and seconded by Commissioner Specht to recommend approval of the Plat of Lots 30, 45, 59, 71, 72, 73 and 74, Crestview Homes Subdivision in the NE 1/4 of Section 21, T93N, R56W of the 5th P.M., Yankton County, South Dakota. Address, 300 Blocks of Tulip Lane and Lilac Lane. Matthew Christensen, Managing Member, White Crane Estates, L.L.C., owner.

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

MOTION – PASSED

SCHEDULE:

December 5, 2018: City Commission reviews the plat and makes final decision.

OTHER BUSINESS

Chairman Pier moved on to discuss the November 2018 Building Permit Report. The total valuation for the month of November was \$785,125.20 which is higher than November 2017. Overall year to date for 2018 is slightly ahead of 2017 if the 2017 Water Treatment Plant Project is not included in the calculation.

Chairman Pier thanked Dr. Shindler for his years of service on the Planning Commission. Commissioner Shindler told the Planning Commission that he is moving south and therefore will no longer serve on the Commission. He expressed that he enjoyed his time on the Planning Commission and appreciated the work that the commissioners and staff do for the community.

18-59 **ADJOURNMENT**

MOTION – It was moved by Commissioner Healy and seconded by Commissioner Specht to adjourn at 5:55 PM.

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

MOTION – PASSED

Respectfully submitted,

A handwritten signature in blue ink that reads "Dave Mingo". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Dave Mingo, Secretary

Yankton Taxable Sales and Sales Tax Receipts Due

Total Yankton Sales Tax (combined first penny, second penny, and BBB)

	2015	2016	2017	2018		
	Total Tax Due	Total Tax Due	Total Tax Due	Total Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$849,976	\$898,888	\$881,111	\$931,740	5.75%	5.75%
Feb	\$707,902	\$720,155	\$748,057	\$780,257	4.30%	5.08%
Mar	\$655,013	\$716,110	\$670,903	\$701,758	4.60%	4.94%
Apr	\$800,120	\$764,378	\$790,100	\$815,507	3.22%	4.50%
May	\$753,514	\$764,033	\$786,113	\$810,439	3.09%	4.22%
Jun	\$791,322	\$818,572	\$834,294	\$855,079	2.49%	3.91%
Jul	\$862,407	\$856,690	\$933,678	\$930,480	-0.34%	3.21%
Aug	\$863,864	\$832,579	\$846,345	\$898,550	6.17%	3.59%
Sep	\$819,745	\$857,562	\$834,196	\$942,296	12.96%	4.66%
Oct	\$772,673	\$803,694	\$870,920	\$873,866	0.34%	4.20%
Nov	\$782,979	\$794,862	\$828,894	\$851,380	2.71%	4.06%
Dec	\$762,457	\$765,698	\$811,262			
Totals	\$9,421,973	\$9,593,221	\$9,835,872	\$9,391,350		

**Top Ten First Class Cities Plus Vermillion
Through November**

Cities	2017	2018	
	Total Tax Due	Total Tax Due	Accum. % Diff.
Sioux Falls	\$119,673,508	\$124,855,958	4.33%
Rapid City	\$55,950,090	\$57,485,720	2.74%
Aberdeen	\$16,920,241	\$17,948,656	6.08%
Watertown	\$14,370,120	\$14,817,483	3.11%
Brookings	\$13,278,668	\$13,652,350	2.81%
Mitchell	\$10,844,730	\$11,322,564	4.41%
Yankton	\$9,024,609	\$9,391,351	4.06%
Pierre	\$7,613,167	\$7,714,384	1.33%
Spearfish	\$7,618,149	\$7,966,776	4.58%
Huron	\$6,490,202	\$6,858,934	5.68%
Vermillion	\$3,704,413	\$3,753,990	1.34%
Totals	\$265,487,897	\$275,768,166	3.87%

Yankton Taxable Sales and Sales Tax Receipts Due

Yankton Sales Tax (first and second penny combined)

	2015		2016		2017		2018			
	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$40,005,454	\$800,502	\$42,469,953	\$850,457	\$41,624,934	\$832,527	\$43,963,784	\$880,367	5.75%	5.75%
Feb	\$32,859,742	\$657,372	\$33,620,236	\$672,805	\$34,591,106	\$698,955	\$36,611,583	\$732,802	4.84%	5.33%
Mar	\$30,707,640	\$614,617	\$33,071,639	\$666,827	\$31,409,630	\$628,413	\$32,806,331	\$656,668	4.50%	5.09%
Apr	\$37,554,403	\$753,857	\$35,814,797	\$717,021	\$36,980,518	\$739,796	\$37,900,165	\$759,728	2.69%	4.48%
May	\$35,318,461	\$707,146	\$35,670,433	\$713,445	\$36,830,743	\$736,702	\$37,962,931	\$762,156	3.46%	4.27%
Jun	\$36,810,258	\$738,560	\$38,014,836	\$764,051	\$38,941,946	\$779,687	\$39,964,498	\$799,441	2.53%	3.96%
Jul	\$40,178,479	\$805,573	\$40,038,133	\$800,806	\$43,250,834	\$874,067	\$43,372,992	\$871,624	-0.28%	3.26%
Aug	\$39,861,102	\$800,036	\$38,414,224	\$771,508	\$39,119,479	\$782,738	\$41,806,807	\$836,440	6.86%	3.73%
Sep	\$38,022,599	\$760,707	\$39,941,412	\$800,981	\$38,890,159	\$778,389	\$44,029,076	\$881,383	13.23%	4.81%
Oct	\$36,110,867	\$723,851	\$37,347,465	\$747,035	\$40,326,340	\$810,454	\$40,706,254	\$814,939	0.55%	4.36%
Nov	\$36,658,409	\$733,577	\$37,134,407	\$743,292	\$38,865,087	\$777,730	\$39,869,848	\$797,456	2.54%	4.19%
Dec	\$35,915,704	\$720,336	\$36,046,055	\$721,999	\$37,911,167	\$758,468				
Totals	\$440,003,118	\$8,816,135	\$447,583,589	\$8,970,226	\$458,741,942	\$9,197,927	\$438,994,270	\$8,793,005		

Yankton BBB Sales Tax

	2015		2016		2017		2018			
	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$4,947,368	\$49,474	\$4,843,075	\$48,431	\$4,858,386	\$48,584	\$5,137,286	\$51,373	5.74%	5.74%
Feb	\$5,052,952	\$50,530	\$4,734,979	\$47,350	\$4,879,644	\$49,101	\$4,745,451	\$47,454	-3.35%	1.17%
Mar	\$4,039,693	\$40,397	\$4,928,340	\$49,283	\$4,248,966	\$42,490	\$4,508,928	\$45,089	6.12%	2.67%
Apr	\$4,626,338	\$46,263	\$4,735,739	\$47,357	\$5,030,400	\$50,304	\$5,573,439	\$55,779	10.88%	4.84%
May	\$4,636,808	\$46,368	\$5,058,772	\$50,588	\$4,941,116	\$49,411	\$4,828,282	\$48,283	-2.28%	3.37%
Jun	\$5,276,114	\$52,761	\$5,452,029	\$54,520	\$5,460,679	\$54,607	\$5,563,819	\$55,637	1.89%	3.10%
Jul	\$5,681,807	\$56,834	\$5,588,416	\$55,884	\$5,961,050	\$59,610	\$5,885,586	\$56,856	-4.62%	1.80%
Aug	\$6,266,342	\$63,828	\$6,106,205	\$61,072	\$6,341,098	\$63,606	\$6,210,929	\$62,109	-2.35%	1.17%
Sep	\$5,903,828	\$59,038	\$5,658,190	\$56,582	\$5,580,671	\$55,807	\$6,091,280	\$60,913	9.15%	2.11%
Oct	\$4,882,161	\$48,822	\$5,665,879	\$56,659	\$6,046,602	\$60,466	\$5,892,671	\$58,927	-2.55%	1.58%
Nov	\$4,940,215	\$49,402	\$5,156,961	\$51,570	\$5,076,991	\$51,164	\$5,392,414	\$53,924	5.39%	1.91%
Dec	\$4,212,060	\$42,121	\$4,369,933	\$43,699	\$5,279,448	\$52,795				
Totals	\$60,465,686	\$605,837	\$62,298,518	\$622,995	\$63,705,051	\$637,945	\$59,830,086	\$596,345		

Municipal Tax Due for Returns Filed in **October 2018 and 2017**

CITY	2018	2017	% Change
Sioux Falls	11,381,827.27	11,414,653.47	-0.29
Aberdeen	1,605,149.83	1,582,785.96	1.41
Brookings	1,256,667.58	1,264,915.06	-0.65
Yankton	873,865.57	870,919.67	0.34
Pierre	693,111.64	667,202.53	3.88

CITY	2018	2017	% Change
Rapid City	5,486,326.46	5,328,498.94	2.96
Watertown	1,345,654.84	1,358,478.28	-0.94
Mitchell	1,076,923.62	975,614.16	10.38
Spearfish	783,469.08	765,911.64	2.29
Huron	635,946.23	704,087.70	-9.68

CITY	2018	2017	%	CITY	2018	2017	%	CITY	2018	2017	%
Akaska	1,067.18	1,410.31	-24.33	Corsica	25,446.17	-3,024.44	-941.35	Hill City	142,662.35	133,650.17	6.74
Alcester	21,376.81	16,274.35	31.35	Crooks	15,176.91	14,787.66	2.63	Hitchcock	1,825.11	1,867.23	-2.26
Alexandria	9,564.22	10,809.47	-11.52	Custer	206,489.40	212,348.12	-2.76	Hosmer	4,026.90	4,342.29	-7.26
Alpena	23,355.41	14,342.61	62.84	Dallas	2,763.23	2,343.98	17.89	Hot Springs	146,156.86	142,621.29	2.48
Andover	3,074.72	1,005.68	205.74	Dante	735.45	697.83	5.39	Hoven	13,368.07	13,179.75	1.43
Arlington	36,490.95	50,403.78	-27.60	Davis	-143.64	882.23	-116.28	Howard	31,022.71	41,429.17	-25.12
Armour	22,995.63	20,108.67	14.36	De Smet	44,581.17	39,467.52	12.96	Hudson	11,127.87	12,499.52	-10.97
Artesian	1,619.10	1,373.86	17.85	Deadwood	410,015.60	408,683.58	0.33	Humboldt	16,488.29	14,832.12	11.17
Ashton	1,204.58	791.04	52.28	Dell Rapids	103,598.17	98,850.17	4.80	Hurley	5,710.41	3,892.13	46.72
Astoria	1,228.88	2,267.27	-45.80	Delmont	3,932.50	3,679.80	6.87	Interior	4,107.77	3,722.05	10.36
Aurora	3,500.59	4,367.78	-19.85	Dimock	6,619.79	1,894.59	249.40	Ipswich	37,879.78	27,790.81	36.30
Avon	16,032.05	17,178.06	-6.67	Doland	4,841.89	7,276.17	-33.46	Irene	8,951.62	8,297.21	7.89
Baltic	19,964.56	14,317.46	39.44	Dupree	4,067.73	4,010.03	1.44	Iroquois	2,099.82	2,227.00	-5.71
Belle Fourche	250,853.99	232,909.11	7.70	Eagle Butte	46,048.24	38,380.11	19.98	Isabel	8,227.30	5,958.64	38.07
Belvidere	2,343.40	1,270.16	84.50	Eden	2,381.38	1,908.85	24.75	Java	1,659.62	1,073.45	54.61
Beresford	90,912.77	76,523.49	18.80	Edgemont	21,748.66	25,555.18	-14.90	Jefferson	9,908.51	12,502.96	-20.75
Big Stone City	26,367.72	25,364.76	3.95	Egan	14,195.96	4,045.56	250.90	Kadoka	31,051.35	25,720.18	20.73
Bison	10,737.27	9,321.86	15.18	Elk Point	52,044.85	42,758.93	21.72	Kennebec	10,046.64	8,122.46	23.69
Blunt	5,464.41	3,982.70	37.20	Elkton	16,830.70	17,557.15	-4.14	Keystone	144,631.86	126,916.76	13.96
Bonesteel	6,837.77	6,564.63	4.16	Emery	14,896.37	11,488.48	29.66	Kimball	26,348.94	29,206.57	-9.78
Bowdle	20,964.23	12,422.27	68.76	Estelline	14,824.67	14,056.91	5.46	Kranzburg	1,873.71	2,551.00	-26.55
Box Elder	184,777.65	161,463.11	14.44	Ethan	6,138.76	16,308.94	-62.36	La Bolt	7,932.64	431.68	1,737.62
Bradley	232.28	1,101.85	-78.92	Eureka	35,199.18	26,372.14	33.47	Lake Andes	20,179.07	16,448.57	22.68
Brandon	303,286.57	285,207.09	6.34	Fairfax	2,881.09	3,063.57	-5.96	Lake City	550.08	727.81	-24.42
Brandt	1,851.07	1,869.88	-1.01	Fairview	401.90	358.97	11.96	Lake Norden	191,310.45	55,682.56	243.57
Bridgewater	7,241.06	10,398.75	-30.37	Faith	22,161.53	25,767.80	-14.00	Lake Preston	12,847.42	16,029.60	-19.85
Bristol	5,035.77	5,003.84	0.64	Faulkton	28,695.12	26,608.35	7.84	Langford	9,181.89	8,187.17	12.15
Britton	55,972.96	59,160.08	-5.39	Flandreau	59,390.10	55,461.05	7.08	Lead	88,927.30	91,659.54	-2.98
Bruce	4,073.94	2,039.01	99.80	Florence	3,146.23	5,286.94	-40.49	Lemmon	50,814.90	55,743.58	-8.84
Bryant	15,393.93	14,079.34	9.34	Fort Pierre	123,428.04	112,683.92	9.53	Lennox	58,763.52	55,935.54	5.06
Buffalo	20,302.64	10,633.01	90.94	Frankfort	1,960.85	2,364.10	-17.06	Leola	8,955.53	9,321.04	-3.92
Buffalo Chip	3,256.35	910.62	257.60	Frederick	2,233.76	2,724.91	-18.02	Lesterville	2,549.35	3,126.06	-18.45
Burke	26,318.47	25,407.02	3.59	Freeman	47,070.72	52,366.84	-10.11	Letcher	2,896.60	2,675.79	8.25
Camp Crook	828.90	425.06	95.01	Garretson	32,990.81	28,917.09	14.09	Madison	290,684.55	271,022.84	7.25
Canistota	16,247.81	18,467.69	-12.02	Gary	3,235.32	3,456.01	-6.39	Marion	21,655.90	22,685.21	-4.54
Canova	2,101.09	3,120.21	-32.66	Gayville	4,752.41	4,590.65	3.52	Martin	39,699.08	43,633.66	-9.02
Canton	101,414.41	86,168.94	17.69	Geddes	4,139.84	5,341.78	-22.50	McIntosh	3,635.18	3,714.80	-2.14
Carhage	2,829.88	2,894.74	-2.24	Gettysburg	52,709.76	43,992.71	19.81	McLaughlin	13,483.75	5,679.37	137.42
Castlewood	13,209.27	13,969.33	-5.44	Glenham	7,803.50	2,271.94	243.47	Mellette	3,892.61	6,135.61	-36.56
Cavour	2,013.99	1,498.80	34.37	Gregory	56,544.93	51,916.92	8.91	Menno	21,475.65	22,408.20	-4.16
Centerville	17,462.95	16,342.69	6.85	Grenville	1,093.01	1,705.01	-35.89	Midland	5,561.74	7,303.41	-23.85
Central City	6,768.67	5,556.31	21.82	Groton	48,536.07	40,788.72	18.99	Milbank	212,927.69	196,253.63	8.50
Chamberlain	124,161.19	120,648.74	2.91	Harrisburg	121,723.22	119,630.90	1.75	Miller	71,389.64	61,452.67	16.17
Chancellor	11,033.61	6,318.82	74.62	Harold	3,567.10	5,160.45	-30.88	Mission	41,170.12	49,304.95	-16.50
Clark	38,720.86	35,793.57	8.18	Hartford	81,324.67	72,317.84	12.45	Mobridge	138,955.96	145,842.46	-4.72
Clear Lake	46,003.94	41,176.87	11.72	Hayti	5,610.54	8,112.15	-30.84	Monroe	924.20	627.34	47.32
Colman	13,096.66	17,558.24	-25.41	Hazel	1,751.85	1,013.69	72.82	Montrose	6,049.74	6,359.69	-4.87
Colome	5,995.07	5,166.46	16.04	Hecla	3,875.57	3,692.68	4.95	Morristown	588.77	837.40	-29.69
Colton	13,288.01	12,742.23	4.28	Henry	2,699.62	2,065.18	30.72	Mound City	1,570.73	1,123.17	39.85
Columbia	2,015.86	1,741.62	15.75	Hermosa	14,342.52	15,902.34	-9.81	Mount Vernon	7,997.66	6,243.12	28.10
Conde	3,690.61	179.03	1,961.45	Herreid	42,540.99	15,229.34	179.34	Murdo	56,855.94	44,608.96	27.45
Corona	1,516.51	1,334.81	13.61	Highmore	39,670.75	28,182.45	40.76	New Effington	6,620.28	4,143.02	59.79

Municipal Tax Due for Returns Filed in October 2018 and 2017

CITY	2018	2017	% Change
Sioux Falls	11,381,827.27	11,414,653.47	-0.29
Aberdeen	1,605,149.83	1,582,785.96	1.41
Brookings	1,256,667.58	1,264,915.06	-0.65
Yankton	873,865.57	870,919.67	0.34
Pierre	693,111.64	667,202.53	3.88

CITY	2018	2017	% Change
Rapid City	5,486,326.46	5,328,498.94	2.96
Watertown	1,345,654.84	1,358,478.28	-0.94
Mitchell	1,076,923.62	975,614.16	10.38
Spearfish	783,469.08	765,911.64	2.29
Huron	635,946.23	704,087.70	-9.68

CITY	2018	2017	%	CITY	2018	2017	%	CITY	2018	2017	%
New Underwood	8,778.99	9,263.23	-5.23	Utica	932.53	624.30	49.37				
Newell	22,227.63	19,692.78	12.87	Valley Springs	11,617.21	8,757.03	32.66				
Nisland	1,741.99	2,975.04	-41.45	Veblen	6,804.23	3,051.96	122.95				
North Sioux City	232,570.43	247,672.97	-6.10	Vermillion	383,950.05	373,708.26	2.74				
Oacoma	59,382.16	63,458.84	-6.42	Viborg	20,656.38	27,633.55	-25.25				
Oldham	2,610.26	1,187.69	119.78	Volga	42,329.79	41,760.52	1.36				
Olivet	471.83	514.69	-8.33	Volin	1,610.78	2,036.23	-20.89				
Onida	23,921.89	18,784.89	27.35	Wagner	65,735.57	60,812.73	8.10				
Orient	793.29	1,064.41	-25.47	Wakonda	6,822.81	7,980.59	-14.51				
Parker	31,870.99	31,629.65	0.76	Wall	129,857.65	135,358.58	-4.06				
Parkston	53,648.48	50,455.54	6.33	Wallace	927.77	593.93	56.21				
Peever	1,253.57	1,636.71	-23.41	Ward	2,535.50	2,188.70	15.85				
Philip	43,333.39	43,192.41	0.33	Warner	4,939.00	4,025.55	22.69				
Pickstown	6,727.22	8,794.02	-23.50	Wasta	339.21	352.68	-3.82				
Piedmont	25,605.95	18,192.14	40.75	Waubay	10,236.32	10,106.19	1.29				
Pierpont	1,175.21	1,662.71	-29.32	Webster	85,415.04	156,919.36	-45.57				
Plankinton	21,786.02	15,409.37	41.38	Wentworth	9,137.12	3,016.10	202.94				
Platte	71,814.21	53,923.57	33.18	Wessington	6,703.98	6,201.22	8.11				
Pollock	16,046.56	10,249.04	56.57	Wessington Springs	28,335.10	28,430.76	-0.34				
Presho	13,686.25	12,517.67	9.34	Westport	2,992.00	2,184.84	36.94				
Pringle	1,819.37	1,858.43	-2.10	White	8,880.07	6,171.53	43.89				
Pukwana	3,913.98	3,367.22	16.24	White Lake	17,272.31	8,831.05	95.59				
Quinn	887.84	586.47	51.39	White River	10,892.36	10,999.66	-0.98				
Ramona	3,224.28	2,346.32	37.42	Whitewood	24,034.36	29,498.24	-18.52				
Redfield	83,909.34	84,353.00	-0.53	Willow Lake	7,488.67	7,294.85	2.66				
Reliance	5,508.94	4,557.96	20.86	Wilmot	12,180.31	13,207.44	-7.78				
Reville	1,576.54	2,041.56	-22.78	Winnier	161,531.14	146,713.36	10.10				
Roscoe	9,311.86	9,607.69	-3.08	Witten	194.30	555.59	-65.03				
Rosholt	12,664.87	5,629.46	124.97	Wolsey	12,102.36	10,097.16	19.86				
Roslyn	4,199.46	2,973.51	41.23	Wood	821.97	1,038.49	-20.85				
Saint Lawrence	2,641.58	4,209.10	-37.24	Woonsocket	18,757.44	14,028.95	33.71				
Salem	54,368.84	43,964.73	23.66	Worthing	19,274.93	8,950.58	115.35				
Scotland	27,007.63	50,243.32	-46.25	Yale	844.76	159.06	431.10				
Selby	18,542.92	21,113.63	-12.18								
Sherman	-187.87	374.28	-150.20								
Sisseton	109,500.03	88,701.59	23.45								
South Shore	897.02	944.15	-4.99								
Spencer	1,841.37	1,474.46	24.88								
Springfield	19,016.70	19,251.11	-1.22								
Stickney	11,700.00	11,273.12	3.79								
Stratford	1,353.47	1,381.47	-2.03								
Sturgis	312,987.28	306,878.19	1.99								
Summerset	60,930.57	54,077.28	12.67								
Summit	18,335.54	13,132.06	39.62								
Tabor	11,088.19	6,556.22	69.12								
Tea	125,728.42	122,333.64	2.78								
Timber Lake	14,421.95	17,541.84	-17.79								
Toronto	8,756.49	6,779.40	29.16								
Trent	1,190.77	1,191.93	-0.10								
Tripp	8,126.30	8,219.96	-1.14								
Tulare	5,793.38	3,208.94	80.54								
Tyndall	25,561.39	30,734.10	-16.83								

The dollar amounts in this report are a result of municipal tax due and municipal gross receipts tax due reported on the SD tax returns. These figures include amounts paid through Audits.

Figures compiled by SD Dept. of Revenue

Municipal Tax Due for Returns Filed in **November 2018 and 2017**

CITY	2018	2017	% Change
Sioux Falls	11,753,568.16	11,335,149.24	3.69
Aberdeen	1,597,336.84	1,541,355.00	3.63
Brookings	1,315,355.01	1,251,169.69	5.13
Yankton	851,380.33	828,894.35	2.71
Pierre	691,136.91	678,850.69	1.81

CITY	2018	2017	% Change
Rapid City	5,175,506.11	5,128,230.30	0.92
Watertown	1,379,564.65	1,321,274.39	4.41
Mitchell	1,000,885.37	999,095.09	0.18
Spearfish	738,318.20	710,116.49	3.97
Huron	584,205.16	568,475.19	2.77

CITY	2018	2017	%	CITY	2018	2017	%	CITY	2018	2017	%
Akaska	3,776.24	1,898.18	98.94	Corsica	31,106.59	26,802.68	16.06	Hill City	69,287.25	74,020.65	-6.39
Alcester	25,451.51	16,219.16	56.92	Crooks	15,360.38	15,690.01	-2.10	Hitchcock	1,883.78	1,861.44	1.20
Alexandria	10,292.84	10,624.14	-3.12	Custer	128,787.12	125,477.38	2.64	Hosmer	4,993.31	6,186.06	-19.28
Alpena	11,777.98	10,687.22	10.21	Dallas	12,200.35	11,932.77	2.24	Hot Springs	130,561.91	125,854.38	3.74
Andover	1,077.26	897.73	20.00	Dante	608.33	458.11	32.79	Hoven	14,049.83	13,929.91	0.86
Arlington	35,581.37	34,948.11	1.81	Davis	1,405.86	1,323.78	6.20	Howard	30,405.17	35,019.57	-13.18
Armour	25,503.10	25,812.93	-1.20	De Smet	52,773.06	39,376.33	34.02	Hudson	11,872.74	10,101.79	17.53
Artesian	1,466.97	1,719.48	-14.69	Deadwood	285,321.40	264,529.18	7.86	Humboldt	20,787.99	18,504.17	12.34
Ashton	1,265.44	1,006.07	25.78	Dell Rapids	105,494.47	100,673.83	4.79	Hurley	4,812.09	4,329.09	11.16
Astoria	2,024.61	1,690.74	19.75	Delmont	5,376.19	3,608.92	48.97	Interior	2,280.45	2,116.40	7.75
Aurora	7,252.82	6,830.74	6.18	Dimock	3,944.66	2,666.72	47.92	Ipswich	28,420.07	33,118.48	-14.19
Avon	14,241.73	15,206.28	-6.34	Doland	4,995.61	3,838.98	30.13	Irene	8,297.05	8,297.45	0.00
Baltic	13,168.27	13,246.51	-0.59	Dupree	4,062.82	4,352.51	-6.66	Iroquois	2,079.06	2,375.70	-12.49
Belle Fourche	263,517.77	255,089.56	3.30	Eagle Butte	37,715.96	33,436.71	12.80	Isabel	7,811.94	7,537.32	3.64
Belvidere	496.26	627.37	-20.90	Eden	1,753.99	1,573.68	11.46	Java	1,231.71	1,491.31	-17.41
Beresford	110,090.43	76,921.97	43.12	Edgemont	18,212.11	27,105.50	-32.81	Jefferson	13,928.11	11,061.77	25.91
Big Stone City	27,044.27	-16,897.09	-260.05	Egan	10,700.67	4,459.25	139.97	Kadoka	29,748.33	23,734.67	25.34
Bison	15,985.61	14,193.51	12.63	Elk Point	45,101.71	41,944.53	7.53	Kennebec	11,811.79	10,524.84	12.23
Blunt	4,634.70	3,159.15	46.71	Elkton	20,124.79	23,952.85	-15.98	Keystone	49,664.89	48,706.68	1.97
Bonesteel	6,557.64	8,106.80	-19.11	Emery	18,456.56	10,325.97	78.74	Kimball	31,799.04	30,963.87	2.70
Bowdle	12,900.09	11,382.79	13.33	Estelline	14,131.72	16,976.73	-16.76	Kranzburg	3,616.94	1,721.50	110.10
Box Elder	165,231.37	142,969.12	15.57	Ethan	6,833.60	11,197.86	-38.97	La Bolt	1,230.00	784.69	56.75
Bradley	1,210.10	1,287.68	-6.02	Eureka	31,121.27	30,210.36	3.02	Lake Andes	20,031.76	17,526.88	14.29
Brandon	284,709.82	265,926.09	7.06	Fairfax	2,494.23	2,327.33	7.17	Lake City	812.39	1,208.79	-32.79
Brandt	1,625.74	1,869.75	-13.05	Fairview	671.59	702.25	-4.37	Lake Norden	97,455.46	39,543.36	146.45
Bridgewater	7,353.62	8,863.62	-17.04	Faith	27,164.55	21,799.53	24.61	Lake Preston	13,655.05	18,025.75	-24.25
Bristol	3,853.74	5,081.55	-24.16	Faulkton	29,629.26	28,647.70	3.43	Langford	5,790.89	5,936.75	-2.46
Britton	67,096.00	54,650.99	22.77	Flandreau	58,564.41	51,813.01	13.03	Lead	64,439.63	54,202.87	18.89
Bruce	3,803.81	1,696.34	124.24	Florence	3,619.25	3,909.38	-7.42	Lemmon	57,810.21	56,315.22	2.65
Bryant	16,633.25	13,740.47	21.05	Fort Pierre	115,683.68	161,956.54	-28.57	Lennox	51,472.47	52,972.61	-2.83
Buffalo	20,554.75	13,821.08	48.72	Frankfort	2,207.23	1,490.36	48.10	Leola	8,428.91	8,558.60	-1.52
Buffalo Chip	2,304.16	1,794.21	28.42	Frederick	1,453.45	2,230.24	-34.83	Lesterville	2,763.23	1,837.26	50.40
Burke	28,750.37	26,423.80	8.80	Freeman	50,118.57	57,790.24	-13.28	Letcher	3,448.36	3,480.97	-0.94
Camp Crook	482.77	638.95	-24.44	Garretson	27,000.92	32,210.98	-16.17	Madison	323,974.01	271,197.21	19.46
Canistota	16,589.60	16,379.76	1.28	Gary	2,967.74	3,587.05	-17.27	Marion	25,369.12	23,816.79	6.52
Canova	3,242.03	2,521.53	28.57	Gayville	3,164.94	3,801.44	-16.74	Martin	35,883.00	44,157.17	-18.74
Canton	91,150.49	92,259.79	-1.20	Geddes	6,662.75	6,624.61	0.58	McIntosh	3,714.46	3,159.50	17.56
Carthage	3,436.46	2,886.36	19.06	Gettysburg	44,687.22	40,775.13	9.59	McLaughlin	23,044.43	5,438.57	323.72
Castlewood	11,494.53	17,753.43	-35.25	Glenham	3,203.72	2,852.81	12.30	Mellette	7,511.75	5,634.40	33.32
Cavour	2,714.13	2,385.17	13.79	Gregory	78,227.25	60,709.14	28.86	Menno	21,041.84	24,913.66	-15.54
Centerville	13,842.24	14,495.96	-4.51	Grenville	1,209.35	1,016.47	18.98	Midland	6,199.81	7,151.00	-13.30
Central City	6,830.87	6,210.24	9.99	Groton	43,835.11	47,448.10	-7.61	Milbank	214,372.21	237,785.08	-9.85
Chamberlain	128,438.81	124,685.80	3.01	Harrisburg	123,706.43	107,594.01	14.98	Miller	85,799.34	63,603.55	34.90
Chancellor	5,974.56	6,235.66	-4.19	Harrold	3,112.59	2,956.14	5.29	Mission	36,944.76	45,486.64	-18.78
Clark	40,104.18	43,112.28	-6.98	Hartford	84,777.45	73,693.93	15.04	Mobridge	151,121.76	139,458.43	8.36
Clear Lake	46,232.72	46,126.98	0.23	Hayti	8,321.13	6,069.77	37.09	Monroe	856.87	4,437.19	-80.69
Colman	17,696.59	26,580.23	-33.42	Hazel	1,362.65	1,387.17	-1.77	Montrose	6,229.70	7,136.32	-12.70
Colome	7,538.21	7,048.97	6.94	Hecla	3,961.16	4,353.12	-9.00	Morristown	771.21	720.98	6.97
Colton	21,597.42	9,450.74	128.53	Henry	3,747.26	2,374.40	57.82	Mound City	1,760.01	1,269.07	38.69
Columbia	1,889.99	2,535.87	-25.47	Hermosa	13,698.32	12,565.99	9.01	Mount Vernon	7,373.86	6,985.28	5.56
Conde	23,937.48	1,897.13	1,161.77	Herreid	19,465.60	17,007.82	14.45	Murdo	43,667.61	42,441.05	2.89
Corona	1,596.99	4,189.87	-61.88	Highmore	24,813.85	31,693.89	-21.71	New Effington	5,379.67	3,527.98	52.49

Municipal Tax Due for Returns Filed in November 2018 and 2017

CITY	2018	2017	% Change
Sioux Falls	11,753,568.16	11,335,149.24	3.69
Aberdeen	1,597,336.84	1,541,355.00	3.63
Brookings	1,315,355.01	1,251,169.69	5.13
Yankton	851,380.33	828,894.35	2.71
Pierre	691,136.91	678,850.69	1.81

CITY	2018	2017	% Change
Rapid City	5,175,506.11	5,128,230.30	0.92
Watertown	1,379,564.65	1,321,274.39	4.41
Mitchell	1,000,885.37	999,095.09	0.18
Spearsfish	738,318.20	710,116.49	3.97
Huron	584,205.16	568,475.19	2.77

CITY	2018	2017	%	CITY	2018	2017	%	CITY	2018	2017	%
New Underwood	10,147.62	7,931.85	27.94	Utica	335.89	638.31	-47.38				
Newell	20,801.93	23,139.67	-10.10	Valley Springs	13,927.37	8,664.51	60.74				
Nisland	1,591.10	1,347.68	18.06	Veblen	7,101.53	6,755.15	5.13				
North Sioux City	228,000.03	248,269.52	-8.16	Vermillion	383,178.43	363,922.93	5.29				
Oacoma	56,666.20	60,349.45	-6.10	Viborg	24,188.33	22,969.28	5.31				
Oldham	3,115.24	1,506.39	106.80	Volga	82,070.93	41,874.21	95.99				
Olivet	1,196.55	494.75	141.85	Volin	1,692.47	2,068.01	-18.16				
Onida	21,929.61	18,894.93	16.06	Wagner	60,084.18	56,232.16	6.85				
Orient	1,860.72	1,346.78	38.16	Wakonda	8,192.69	7,193.37	13.89				
Parker	31,833.02	27,455.50	15.94	Wall	81,125.05	82,667.45	-1.87				
Parkston	56,085.23	51,722.25	8.44	Wallace	538.17	777.93	-30.82				
Peever	1,416.28	1,460.28	-3.01	Ward	1,852.42	1,194.50	55.08				
Philip	53,939.42	74,342.64	-27.44	Warner	5,044.95	4,147.27	21.65				
Pickstown	8,417.52	6,250.40	34.67	Wasta	337.30	240.02	40.53				
Piedmont	18,148.47	23,068.28	-21.33	Waubay	9,582.88	11,582.45	-17.26				
Pierpont	1,608.61	1,443.77	11.42	Webster	85,443.04	98,948.33	-13.65				
Plankinton	20,962.18	17,251.46	21.51	Wentworth	7,056.47	3,626.69	94.57				
Platte	64,749.18	61,242.94	5.73	Wessington	8,146.13	7,522.58	8.29				
Pollock	11,536.89	9,576.88	20.47	Wessington Springs	29,607.29	30,467.20	-2.82				
Presho	17,804.98	14,955.44	19.05	Westport	1,865.05	695.33	168.23				
Pringle	2,223.24	1,843.23	20.62	White	9,066.10	6,307.95	43.72				
Pukwana	4,067.97	4,188.99	-2.89	White Lake	18,004.44	7,962.01	126.13				
Quinn	396.77	336.32	17.97	White River	10,952.49	11,462.08	-4.45				
Ramona	3,551.00	2,704.41	31.30	Whitewood	22,096.06	23,316.87	-5.24				
Redfield	81,160.21	81,345.53	-0.23	Willow Lake	4,656.74	7,746.39	-39.89				
Reliance	5,308.03	9,016.76	-41.13	Wilmot	11,269.90	12,103.68	-6.89				
Reville	1,195.11	1,625.87	-26.49	Winner	147,621.30	160,099.99	-7.79				
Roscoe	9,295.28	10,773.98	-13.72	Witten	1,055.28	760.39	38.78				
Rosholt	13,054.83	6,445.23	102.55	Wolsey	10,902.67	10,456.90	4.26				
Roslyn	6,004.71	3,974.78	51.07	Wood	903.09	716.20	26.09				
Saint Lawrence	4,204.06	2,970.61	41.52	Woonsocket	18,860.68	16,578.76	13.76				
Salem	44,461.62	40,311.12	10.30	Worthing	9,811.47	9,466.61	3.64				
Scotland	22,751.40	26,522.15	-14.22	Yale	1,104.87	1,189.62	-7.12				
Selby	17,361.75	17,080.59	1.65								
Sherman	350.40	515.61	-32.04								
Sisseton	94,409.22	90,239.46	4.62								
South Shore	906.02	1,100.28	-17.66								
Spencer	1,428.77	2,248.05	-36.44								
Springfield	17,702.65	17,349.62	2.03								
Stickney	10,755.93	11,327.36	-5.04								
Stratford	1,025.88	1,211.25	-15.30								
Sturgis	252,463.47	263,462.26	-4.17								
Summerset	55,642.55	56,676.38	-1.82								
Summit	13,783.67	12,110.71	13.81								
Tabor	9,473.82	8,260.55	14.69								
Tea	127,191.06	126,466.93	0.57								
Timber Lake	14,345.04	13,849.21	3.58								
Toronto	7,101.72	11,096.45	-36.00								
Trent	1,782.11	1,506.18	18.32								
Tripp	24,740.68	8,412.30	194.10								
Tulare	8,004.57	4,018.70	99.18								
Tyndall	28,088.17	29,173.70	-3.72								

The dollar amounts in this report are a result of municipal tax due and municipal gross receipts tax due reported on the SD tax returns. These figures include amounts paid through Audits.

Figures compiled by SD Dept. of Revenue

Publishing Dates: January XX & XX, 2019

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Yankton, South Dakota, will receive bids for the **26th Street Reconstruction from Douglas Avenue to Mulberry Street.**

The project includes the following major construction items:

Removal of Asphalt Pavement	3933	SY
6" PCC Pavement	3935	SY
6" Approach PCC Pavement	5617	SF
Concrete C&G – Type B66	2041	LF
6" Aggregate Base Course	4850	SY
And Other Miscellaneous and Landscape Items		

Owner reserves the right to make the award based on the lowest responsive bid.

Sealed bids will be received for the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM or may be hand delivered to the place of opening at 3:00 PM on the XXth day of February, 2019, at which time they will be publicly opened and read in the Second Floor Meeting Room A, of City Hall, located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the XXth day of February, 2019, after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Drawings, Specifications and Contract Documents may be obtained at the City Engineer's Office, 416 Walnut Street, Yankton, SD, 57078, or by going to: <http://www.cityofyankton.org/how-do-i/bid-rfp-posts-list>. With any questions please call 605-668-5251.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the OWNER in the amount of one hundred percent (100%) of the contract award for each bond, in conformance with the requirements of the Contract Documents. The construction performance bond and construction payment bond shall remain in full force until the completion of the Contract as specified in the General Conditions.

Each Bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Yankton.

The bid guarantee will be retained by the OWNER as liquidated damages if the successful bidder refuses or fails to enter into an Agreement within ten (10) days after Notice of Award or fails at time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

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

Publishing Dates: January 17 & January 24, 2019

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on the 31st day of January 2019, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 11th day of February, 2019 at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

TWO (2) NEW STEEL TRANSFER STATION WALKING FLOOR TRAILERS

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

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

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

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

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

Dated: January 17, 2019

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Publishing Dates: January 24 & January 31, 2019

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on the 7th day of February, 2019, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 25th day of February, 2019, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

TWO (2) NEW 2020 MODEL 56,000 GVW 6x4 CLASS TRUCKS

**FOR THE PUBLIC WORKS DEPARTMENT
STREET DIVISION**

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

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

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

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

Dated: January 24, 2019

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Malt Beverage (on-sale) Retailers License and a Special RETAIL (on-sale) Wine dealers License for 1 day, February 2, 2019, from 6th Meridian LLC dba Counterfeit Catering, (Michelle Donner, Owner), NFAA, 800 Archery Lane, Yankton, SD 57078.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 28, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 14th day of January, 2019.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Malt Beverage (on-sale) Retailers License and a Special RETAIL (on-sale) Wine dealers License for 1 day, February 23, 2019, from 6th Meridian LLC dba Counterfeit Catering, (Michelle Donner, Owner), NFAA, 800 Archery Lane, Yankton, SD 57078.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 28, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 14th day of January, 2019.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a New Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from BPO Elks Lodge 994 dba Elks Lodge 994, 504 W. 27th Street, Yankton, SD 57078.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 28, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 14th day of January, 2019.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a transfer of ownership and location of a Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from To Be Free, LLC (Courtney Villalobos, President), dba RB Beer & Burgers, 2901 Broadway Avenue, Suite C, to Diggers, Inc. (Larry Olson, President), d/b/a Gold Rush, 2020 Elm Street Suite 7B, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 28, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 14th day of January, 2019.



Al Viereck
FINANCE OFFICER

_____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a New Retail (on-off sale) Malt Beverage License for July 1, 2018, to June 30, 2019, from To Be Free, LLC (Courtney Villalobos, President), RB Beer & Burgers, 2901 Broadway, Suite C, Yankton, SD 57078.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 28, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 14th day of January, 2019.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events RETAIL (on-sale) Liquor License for 1 day, February 16, 2019 with March 2, 2019 as a rain date, from Boomer's Inc., (Gary W. Boom, President) d/b/a Boomer's Lounge, NFAA, 800 Archery Lane, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 28, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

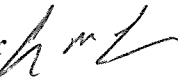
Dated at Yankton, South Dakota,
this 14th day of January, 2019.



Al Viereck
FINANCE OFFICER

____ Voice vote

Memorandum #19-01

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager 
RE: Salary Adjustment City Manager, Finance Officer, and City Attorney
DATE: January 2, 2019

The position of the City Manager, City Finance Officer, and City Attorney are not included in the salary resolution adopted for members of the City of Yankton's Collective Bargaining Unit or the City of Yankton employees that are not represented by the labor union. Rather, salaries for these positions are set annually by the City Commission.

The following salary recommendations have been made for these positions for 2019.

City Manager	\$ 117,469.91
City Finance Officer	\$ 97,996.43
City Attorney	\$ 45,487.98

Recommendation: It is recommended that the City Commission approve the salary adjustments for the City Manager, Finance Officer, and City Attorney.

RESOLUTION # 19-01

WHEREAS, SDCL 9-14-28 requires that the salaries of municipal officers be fixed and determined by City resolution,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, effective January 1, 2019, that the salary of the Finance Officer shall be at an annual rate of \$97,996.43.


Adopted:

Nathan V Johnson, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum #19-02

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager 
RE: Salary Adjustment City Manager, Finance Officer, and City Attorney
DATE: January 2, 2019

The position of the City Manager, City Finance Officer, and City Attorney are not included in the salary resolution adopted for members of the City of Yankton's Collective Bargaining Unit or the City of Yankton employees that are not represented by the labor union. Rather, salaries for these positions are set annually by the City Commission.

The following salary recommendations have been made for these positions for 2019.

City Manager	\$ 117,469.91
City Finance Officer	\$ 97,996.43
City Attorney	\$ 45,487.98

Recommendation: It is recommended that the City Commission approve the salary adjustments for the City Manager, Finance Officer, and City Attorney.

RESOLUTION # 19-02

WHEREAS, SDCL 9-14-28 requires that the salaries of municipal officers be fixed and determined by City resolution,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, effective January 1, 2019, that the salary of the City Attorney shall be at an annual rate of \$45,487.98


Adopted:

Nathan V Johnson, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum #19-03

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager 
RE: Salary Adjustment City Manager, Finance Officer, and City Attorney
DATE: January 2, 2019

The position of the City Manager, City Finance Officer, and City Attorney are not included in the salary resolution adopted for members of the City of Yankton's Collective Bargaining Unit or the City of Yankton employees that are not represented by the labor union. Rather, salaries for these positions are set annually by the City Commission.

The following salary recommendations have been made for these positions for 2019.

City Manager	\$ 117,469.91
City Finance Officer	\$ 97,996.43
City Attorney	\$ 45,487.98

Recommendation: It is recommended that the City Commission approve the salary adjustments for the City Manager, Finance Officer, and City Attorney.

RESOLUTION # 19-03

WHEREAS, SDCL 9-14-28 requires that the salaries of municipal officers be fixed and determined by City resolution,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, effective January 1, 2019, that the salary of the City Manager shall be at an annual rate of \$117,469.91.

Adopted:

Nathan V Johnson, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum No. 19-04

TO: Mayor and City Commissioners
FROM: Ross DenHerder, City Attorney
RE: City Manager Contract
DATE: January 2, 2019



Attached is the revised Personnel Contract between the City of Yankton and the City Manager. Since the original contract was signed, the City Manager has gotten married and has changed her name. A few other minor details have been negotiated including required notice and vacation.

Recommendation: It is recommended that the City Commission approve the Personnel Contract for the City Manager.

Employment Agreement

This Employment Agreement ("Agreement"), dated as of January ____, 2019, (the "Effective Date"), is between the City of Yankton, South Dakota, a Municipal Corporation (the "Employer"), and Amy Marie Leon, an individual ("Employee"). The City and Amy Marie Leon are collectively referred to in this Agreement as the "Parties."

WHEREAS, the City desires to employ Amy Marie Leon as the City Manager, and Amy Marie Leon desires to accept that offer of employment, as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants expressed below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Term and Employment Start Date. This agreement shall remain in full force in effect from the effective date that it is approved by the Employer, until terminated by the Employer or Employee as provided herein. The first date of employment shall be January 2, 2013, at which time compensation begins.

Section 2: Duties and Authority. Employer agrees to employ Employee as City Manager to perform the functions and duties specified in any relevant City Charter, Municipal Code, or State Statute governing the City of Yankton and to perform other legally permissible and proper duties and functions.

Section 3: Compensation. Employer agrees to set Employee's annual base salary by resolution no later than January 31 of each calendar year, payable in installments at the same time that the other management employees of the Employer are paid. All changes in annual base salary made after January 1 of any given year shall be deemed effective and retroactively applied as of January 1 of that year.

Section 4: Health, Disability and Life Insurance Benefits. The Employee may participate in the City's health, hospitalization, surgical, vision, dental, and medical insurance plans offered by the City of Yankton. The Employee may take advantage of the life insurance plans offered through the City of Yankton.

Section 5: Vacation and Sick Leave. The Employee shall accrue vacation time equal to twenty (20) days per year.

The Employee shall accrue sick leave in accordance with the City's Employee Handbook.

Section 6: Allowances. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Four Hundred Dollars (\$400.00) per month, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be solely responsible for the cost of all liability and/or casualty insurance for coverage upon such vehicle and shall

further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle that requires travel outside of a 30-mile radius of Yankton, unless the Employee uses a vehicle owned by the Employer.

Employee shall not be issued an Employer owned cellular phone. Employee shall purchase a "smart phone" with email and texting capabilities. That phone shall be used for Employer related work. The Employer agrees to pay to the Employee Seventy-Five (\$75.00) per month for a cellular phone service plan.

Section 7: Retirement. The Employee may participate in the retirement program offered by the City of Yankton.

Section 8: Professional Dues and Training. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

Employer agrees to budget for and to pay for reasonable membership dues, travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, SDCMA Annual Conference, GOSCMA Annual Conference, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member. Active participation in such organizations is considered part of her employment duties. Employee has advised Employer that she is also serving on the Board for the South Dakota Municipal League and that she is likely going to serve as President of that Board, which will require additional travel and related obligations. Employer agrees that such responsibilities provide an effective platform to promote the best interest of the City and shall also be considered a part of her employment duties on behalf of the City and shall not constitute personal leave.

From time to time, the Employee may represent the City of Yankton by attending conferences, economic development visits, and promotional meetings as deemed appropriate and agreed upon mutually by Employer and Employee. Employee will discuss priorities with Employer for the year at the time of her annual performance review.

Employer agrees to budget for and to pay for tuition, dues, and related fees, travel and subsistence expenses of Employee for training, such as short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

The above-noted dues and subscriptions, training and professional development do not include any certifications beyond city manager responsibilities, such as planning. However, if the Employee desires to attend such a training or professional development, and she believes that it would be for the good of the Employer as well, then she may make a request prior to the

training or professional development for the Employer to pay for the same. Prior to requesting payment of a due or subscription, or submitting the application for attendance at any of the above-noted professional meetings or training events, the Employee shall first reasonably provide notice of the same to the City. Employer shall only pay for the same after it has provided its prior consent. In addition, on an annual basis, the Employee shall identify dollar amounts for the same in the City Manager's estimated travel and meeting budget, which will then be approved by the Employer as a part of its annual budget.

Section 9: Residence. The Employee shall move her primary place of residence to a location within the Corporate City Limits of the Employer no later than June 30, 2013. During her employment, Employee shall reside within the Corporate City Limits of the Employer. Employee shall not be reimbursed for any moving expenses.

Section 10: Termination. After the probationary period ends, termination shall only occur when a majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

Section 11: Severance. Following the probationary period, "severance" shall be paid to the Employee only when employment is terminated by Employer "without cause." "Severance" is defined exclusively as six (6) months salary at the then current rate of pay, unless otherwise agreed upon in writing between the parties. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. "Without cause" is the absence of any misconduct identified in SDCL 61-6-14.1, and as interpreted by the South Dakota Supreme Court.

In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued leave, and other benefits to date according to the City's Employee Handbook.

Section 12: Resignation. In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide to the Employer a minimum of sixty (60) days notice unless the parties agree otherwise.

Section 13: Performance Evaluation. Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days after the evaluation meeting is completed.

Section 14: Hours of Work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule. Employee is allowed to work outside of the office on occasion, those times may include budget and evaluations.

The employment provided for by this agreement shall be the Employee's primary employment. Recognizing that certain reasonable outside consulting or teaching opportunities

provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting, or other business opportunities upon written agreement with the Employer with both parties understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this Agreement.

Section 15: Indemnification. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense and Employer may not unreasonably withhold approval. It is anticipated legal representation will be provided by employer's insurer. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have the right to compromise, unless the Employee is personally liable (under such circumstances the Employee shall have authority to settle her own matter). Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party or witness in the litigation. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee witness fees and travel expenses when Employee serves as a witness or party in the pending litigation.

Section 16: Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Yankton Code, Charter, or any other law. Except as otherwise provided in this Agreement, the Employee shall be entitled to all of the same benefits that are enjoyed by other employees according to the Employee Handbook.

Section 18: Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a. Employer. City of Yankton, 416 Walnut, Yankton, SD 57078.
- b. Employee. Amy Marie Leon, City Manager, 416 Walnut, Yankton, SD 57078.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions.

- a. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- b. Binding Effect. This Agreement shall be binding on the Employer and the Employee only.
- c. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been City Manager executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- d. Consent. The Employer may only issue its assent to this Agreement, any amendments thereto, or any other employment term if a majority of the Yankton Board of City Commissioners shall agree thereto.


IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

City of Yankton

By: _____
Its: _____

Amy Marie Leon

Memorandum No. 19-05

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager 
RE: Stockwell Engineering Contract – Huether Family Aquatics Center
DATE: January 3, 2019

Attached is a professional services agreement between the City of Yankton and Stockwell Engineering for the design and engineering of the Huether Family Aquatics Center at Fantle Memorial Park. The contract includes a project kickoff meeting, stakeholder (design team) meetings, and schematic design of the facility. The contract also includes the engineering of said facility as well as the bidding and contract administration.

The total cost of the contract is \$1,890,000. This is budgeted in the 2019 CIP for Memorial Park Pool. Typically, the cost of engineering and design services for this type of improvement are between 10%-15% of the total cost of the project. This contract amount is right in that range at approximately 12% - 13% of the project.

As the City Commission is aware, professional services do not need to be bid out per South Dakota Codified Law.

When the City of Yankton first considered a contract for the concept design, the City Manager spoke with several engineering firms regarding the services they provide. Through their partnership with Water Technologies, Stockwell Engineers provided the best proposal. In addition, as a local firm, they are committed to Yankton. As the City Commission is also aware, Stockwell has assisted us with a number of successful projects including the Walnut Street design and 8th Street reconstruction. Our staff and community have developed a strong relationship with Stockwell Engineers and feel confident in their ability to deliver an outstanding project.

If approved, the contract will commence immediately, and will run through construction which is estimated to be completed by spring of 2021 in time for the 2021 swimming season. Representatives from Stockwell Engineers will be at our meeting to answer any questions you may have regarding the contract.

Recommendation: It is recommended that the City Commission approve the professional services agreement and authorize the City Manager to sign said agreement and any other documents pertaining to this project.



AGREEMENT FOR PROFESSIONAL SERVICES

Project: Memorial Park Aquatic Facility

Stockwell Project No.: 18323

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 2nd day of January, 2019, by and between **STOCKWELL ENGINEERS, INC.**, 201 Walnut Street, Yankton, SD 57078, (hereinafter "Engineer") and **CITY OF YANKTON**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Yankton

Address: P.O. Box 176 | Yankton, SD 57078

Phone No. (605) 668-5221

Fax No.

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached Proposal for Professional Services dated January 2, 2019. In general, the Project consists of design, bidding and construction administration services for improvements to new aquatic facility in Fantle Memorial Park based on approved master plan dated November 1, 2017 (the "Project").

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: \$1,890,000.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services, Schedule of Billing Rates and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

Name (printed): Jon Brown, P.E.

Title: _____

Title: President

Date: _____

Date: _____

January 2, 2019

Ms. Amy Leon
City of Yankton
P.O. Box 176
Yankton, SD 57078

BY EMAIL ONLY
ALeon@cityofyantong.org

Re: Proposal for Professional Services
Memorial Park Aquatics Facility

Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for Memorial Park Aquatic Facility (the "Project"). Stockwell's services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "Standard Terms and Conditions". **City of Yankton** is referred to as the "Client."

1. Project Description

- 1.1 In general, the Project consists of design, bidding and construction administration services for improvements to new aquatic facility in Fantle Memorial Park based on approved master plan dated November 1, 2017 (the "Project").

2. Project Initiation

- 2.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 2.2 Review all background information made available to Stockwell by Client.
- 2.3 Establish list of Stakeholders.
- 2.4 Coordinate and conduct project coordination meetings with Client's steering committee, estimated on monthly basis.

3. Schematic Design

- 3.1 Procure geotechnical or other exploratory service contracts. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by its agents.
- 3.2 Recommend location and extent of exploratory services necessary for the Project.
- 3.3 Confirm project goals and requirements and develop spatial relationships of the Project components.
 - 3.3.1 Pool with zero depth entry, play structure, lazy river and water slide complex design for two water slides initially and planned for a future slide addition.
 - 3.3.2 Splash pad with interactive play features that can be operated during extended season.
 - 3.3.3 50M by 25Y multipurpose, lap and program pool.
 - 3.3.4 Shade structures.
 - 3.3.5 Bathhouse (5,000 SF).

- 3.3.6 Outdoor concession area.
- 3.3.7 Mechanical building (2,500 SF).
- 3.3.8 Picnic shelters (2) for private events in aquatic facility.
- 3.3.9 Parking lot (\pm 150 stalls).
- 3.3.10 Adjustment to surrounding impacted park features (i.e. pathways and disc golf holes).
- 3.3.11 Sleeves for veteran flags along path.
- 3.3.12 Park sign.
- 3.4 Review schematic (35%) design with Client's staff.
- 3.5 Develop preliminary opinion of estimated construction costs for the Project.

Deliverables: Schematic plan; and cost estimate.

4. Design Development

- 4.1 Layout and design the project improvements based on Client approved schematic plan.
- 4.2 Design improvements in coordination with Client's staff.
- 4.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.4 Design sanitary sewer and water services within project limits to Client's standards.
- 4.5 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels.
- 4.6 Layout site dimensionally to satisfy parking needs and traffic movement in compliance with minimum requirements and codes of the governing agencies. Incorporate design features as necessary to comply with the 2010 ADA Standards for Accessible Design, "2010 Standards". Notify Client of conditions which prevent or limit compliance with the 2010 Standards, so Client may provide Stockwell guidance and direction for proceeding with or variances from the 2010 Standards. Client is responsible for ADA compliance. Determine pavement section including flexible or rigid pavement surfacing and granular base, based on projected traffic volumes, traffic flow characteristics, geotechnical report and American Association of State Highway and Transportation Officials ("AASHTO") pavement design standards.
- 4.7 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 4.8 Design landscape features including irrigation complying with Client's minimum design requirements and/or standards.
- 4.9 Design aquatic areas and systems by pool sub-consultant.
- 4.10 Design bathhouse and mechanical building by architect sub-consultant.
- 4.11 Design site lighting by electrical engineer sub-consultant.
- 4.12 Design rough-in for PA system. Client to work with IT/control access vendor to design and install these systems.
- 4.13 Determine removal limits for the Project site.
- 4.14 Coordinate and conduct meetings with private utility companies.
- 4.15 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 4.16 Review design development (65%) submittal with Client's staff.
- 4.17 Update preliminary opinion of estimated construction costs for the Project.

Deliverables: Design development submittal; cost estimate; and Notice of Intent.

5. Construction Documents

- 5.1 Finalize design.
- 5.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site and will be suitable for review by permitting agencies with jurisdiction over the project.
- 5.3 Perform Internal Quality Assurance Procedures
- 5.4 Submit three copies of construction (95%) documents and Stockwell's opinion of probable construction cost to Client for review.
- 5.5 Address comments to review documents and incorporate into final deliverables.
- 5.6 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction cost and three paper copies of final construction documents for bidding purposes.
- 5.7 Present final design at City Commission meeting.

Deliverables: Opinion of probable construction cost; and construction documents for bidding purposes.

6. Bidding

- 6.1 Provide bidding documents to prospective bidders.
- 6.2 Maintain a list of plan holders.
- 6.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 6.4 Attend the bid opening and administer letting.
- 6.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 6.6 Attend council meeting to present recommendation to Client.

Deliverables: Addendums; tabulation of bids received; and recommendation of award.

7. Construction Administration

- 7.1 Prepare construction agreement and submit to Contractor for signature.
- 7.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 7.3 Prepare Contractor's notice to proceed.
- 7.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 7.5 Procure material testing services. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by its testing firm.
- 7.6 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 7.7 Review and make comment on shop drawings or other product submittals from contractor
- 7.8 Mark removal limits of appropriate items.
- 7.9 Document conditions of project site prior to construction beginning by means of video.
- 7.10 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations

from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.

- 7.11 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 7.12 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 7.13 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 7.14 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 7.15 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 7.16 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 7.17 Prepare monthly progress payment request forms for Client and Contractor to execute.
- 7.18 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 7.19 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 7.20 Survey as-built locations and elevations of utility appurtenances accessible at ground surface.
- 7.21 The Contractor shall maintain a set of redlined construction blueprints and specifications for the Client's record. Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Utility linework shall be redrafted to reflect as-built survey data and field measurements. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.
- 7.22 Conduct one warranty inspection in conformance with the construction contract. Prepare a "punch list" of warranted items requiring completion or correction. Stockwell to deliver punch list to Client and Contractor. Stockwell is not responsible for further coordination of Contractor's repairs. Additional effort spent by Stockwell coordinating repair work shall be considered an additional service and invoiced separately to the Client.

Deliverables: Executed contract documents; contractor's notice to proceed; preconstruction meeting minutes; change orders; pay requests; biweekly progress reports; certificate of completion; punch lists; notice of termination; and record drawings.

8. Construction Staking

- 8.1 Mark proposed improvements and elevations as shown on the plans.
- 8.2 Reset boundary markers found at the time of survey but are removed during construction.

9. Additional Services

- 9.1 A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.
 - 9.1.1 Coordination of warranty repairs.

10. Compensation

10.1 Compensation for services provided by Stockwell pursuant to this Proposal will be as outlined below (estimated construction cost \$12.9M). Stockwell's current Hourly Rate Schedule is attached. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

10.1.1	Tasks 2 thru 6 (Lump Sum)	\$1,096,500.00
10.1.2	Tasks 7.0 thru 8.0 (Hourly Not to Exceed)	\$793,500.00
10.1.3	Total	\$1,890,000.00

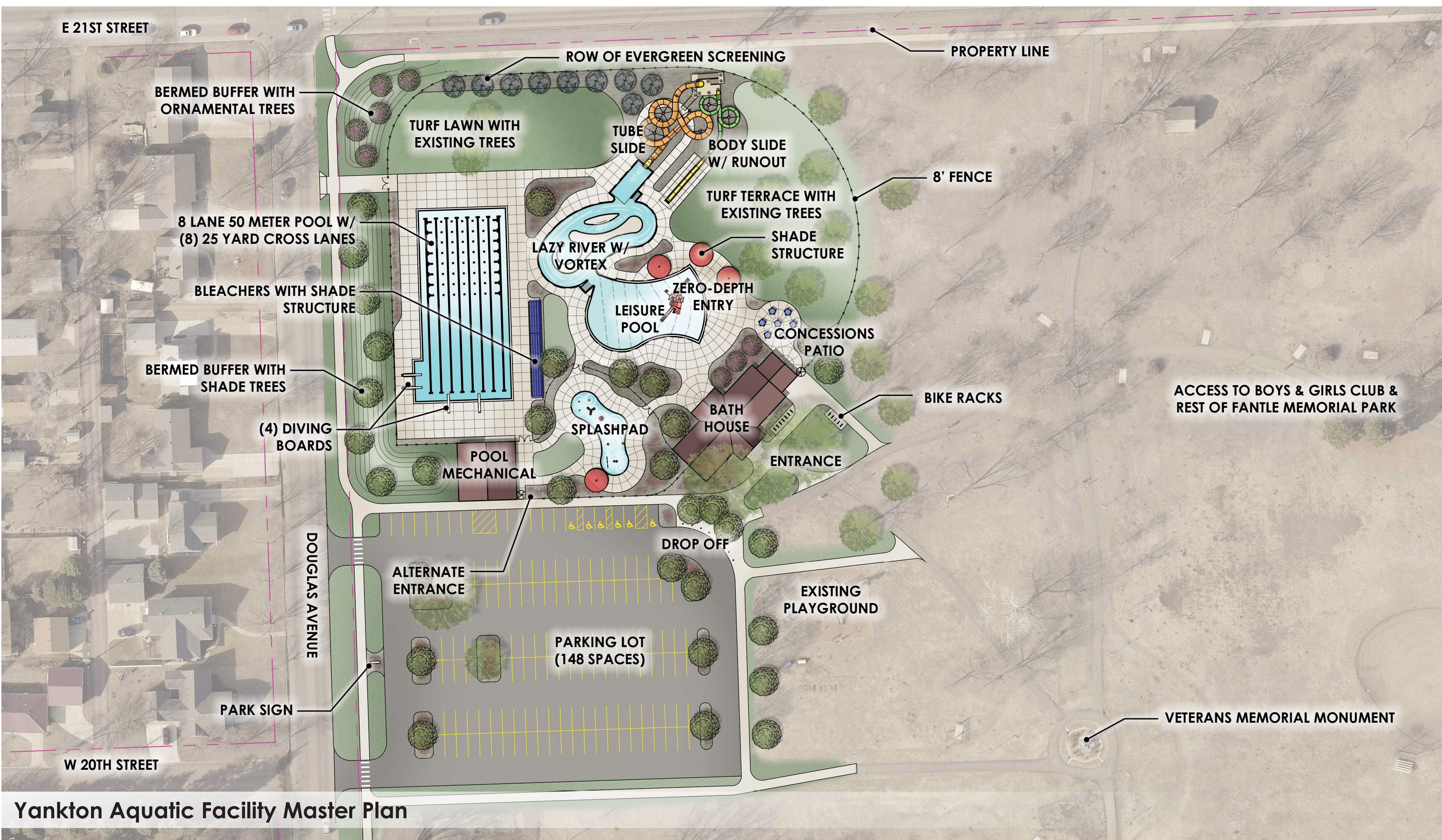
10.2 The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time additional compensation for services rendered will exceed the maximum compensation amount, Stockwell and Client agree Stockwell will not perform additional services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.
President



Yankton Aquatic Facility Master Plan

YANKTON AQUATIC FACILITY

master plan



Yankton Aquatic Facility Perspective, facing south



Yankton Aquatic Facility Perspective, facing north



Schedule of Billing Rates

Effective January 1, 2019

Principal	\$229.70 per hour
Engineer VIII	\$217.80 per hour
Engineer VII	\$172.40 per hour
Engineer VI	\$162.00 per hour
Engineer V	\$152.00 per hour
Engineer IV	\$148.20 per hour
Engineer III	\$144.20 per hour
Engineer II	\$134.20 per hour
Engineer I	\$126.90 per hour
Engineer Intern	\$107.10 per hour
Land Surveyor VII	\$167.10 per hour
Land Surveyor VI	\$159.00 per hour
Land Surveyor V	\$143.20 per hour
Land Surveyor IV	\$127.40 per hour
Land Surveyor III	\$121.80 per hour
Land Surveyor II	\$116.40 per hour
Land Surveyor I	\$105.10 per hour
Landscape Architect IV	\$138.40 per hour
Landscape Architect III	\$128.80 per hour
Landscape Architect II	\$101.80 per hour
Landscape Architect I	\$95.50 per hour
Landscape Designer/Intern	\$76.00 per hour
Construction Manager II	\$144.00 per hour
Construction Manager I	\$133.80 per hour
Construction Inspector II	\$117.70 per hour
Construction Inspector I	\$108.10 per hour
Technician VI	\$123.60 per hour
Technician V	\$116.10 per hour
Technician IV	\$105.10 per hour
Technician III	\$95.50 per hour
Technician II	\$90.00 per hour
Technician I	\$84.60 per hour
Administration IV	\$95.60 per hour
Administration III	\$88.30 per hour
Administration II	\$80.90 per hour
Administration I	\$73.60 per hour
Electronic Survey Equipment	\$49.90 per hour
Mileage	current IRS mileage rate

Stockwell reserves the right to adjust the rates.

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

1.6 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq.

as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
- 9.1 Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 9.2 Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The

foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

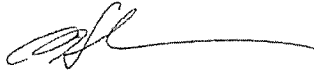
Memorandum #19-06

To: *Amy Leon, City Manager*
From: *Adam Haberman PE, Public Works Director*
Subject: *Amendment to the Ordinance for Chapter 10 – Garbage and Trash*
Date: *December 19, 2018*

Since 2016 there have been many changes to the City of Yankton transfer station and solid waste collection operations. Some changes include the implementation of a roll-cart collection system, single stream recycling, and after-hours yard waste disposal. These changes have created a need to update the City garbage and trash ordinance to properly reflect the City's current solid waste collection and transfer station operations. City staff have worked with the City Attorney Den Herder to rewrite Chapter 10 – Garbage and Trash, of the Code of Ordinances.

Attached is an ordinance amending chapter 10 of the Code of Ordinances of the City of Yankton, which replaces Chapter 10 in its entirety.

Respectfully submitted,

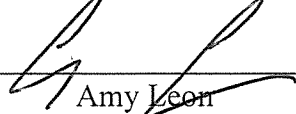


Adam Haberman, PE
Public Works Director

Recommendation: It is recommended that the City Commission accept the amendment to the City of Yankton Garbage and Trash ordinance, as detailed in Memorandum #19-06.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

Establish Public Hearing

ORDINANCE #1015

AN ORDINANCE AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF YANKTON BY AMENDING AND REPLACING THE ENTIRETY OF CHAPTER 10 AS FOLLOWS.

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

Chapter 10 - SOLID WASTE

ARTICLE I. - IN GENERAL

Sec. 10-1. - Definitions.

For the purposes of this chapter, the following words shall have the meanings indicated:

Carts means city issued waste disposal containers.

Commercial collector means any person who hauls or transports garbage or receivable solid waste through or upon the streets or alleys of this city for a consideration of a fee.

Commercial solid waste means solid waste generated by stores, offices, restaurants, warehouses, apartments or townhome units without separate water meters for each unit, hotels and motels, printing shops, service stations, and other nonmanufacturing, nonhousehold sources, excluding rubble or scrap.

Composting means the biological process by which microorganisms decompose the organic fraction of waste.

Garbage means all refuse packaging; all accumulation of animal or vegetable matter resulting from the processing, preparation, transportation, cooking, eating, or storage of meat, fish, vegetables and fruit; and all other common household waste.

Household waste means solid waste derived from households, including single residences, apartment and townhome units with separate water meters for each unit. Household waste shall include, among other things, kitchen refuse, cans, bottles, paper and other waste material commonly or ordinarily originating on household premises.

Industrial waste means solid waste generated by manufacturing or industrial processes.

Infectious waste means medical waste that contains any disposable equipment, instruments, utensils, human tissue, laboratory waste, blood specimens, or substances that carry pathogenic organisms from rooms of patients who have been diagnosed or are suspected of having a communicable disease; disposable substances that carry pathogenic organisms; and surgical operating room pathogenic specimens or substances that carry pathogenic organisms.

Tree limbs and branches means any non-grass woody vegetation, including chip brush and bush trimmings.

Litter means any discarded, used, or unconsumed substance or waste, including any garbage, trash, refuse, debris, rubbish, solid waste, recyclable material, grass clippings or other lawn or garden waste, newspaper, magazines, glass, scrap, scrap metal, plastic, or paper containers or other packaging, construction material, tires, motor vehicle parts, broken furniture or furniture designed for interior use, oil or other petroleum product, carcass of a dead animal, any nauseous or offensive matter of any kind, any object likely to injure any person or create a traffic hazard, hazardous waste as defined under SDCL Chapter 34A-11 (SDCL 34A-11-1 et seq.), or anything else of an unsightly or unsanitary nature, which has been discarded, abandoned or otherwise disposed of improperly.

Medical waste means disposable equipment, instruments, utensils, human tissue, laboratory waste, blood specimens, or other substances that could carry pathogenic organisms.

Municipal solid waste transfer station ("transfer station") means the area provided by the city for the dumping or depositing of receivable solid waste.

Receivable solid waste means and includes rubble, scrap, tree limbs and branches, yard waste, garbage, and commercial or industrial waste which are nonhazardous in character and all household waste, all as limited by the City's applicable permits issued by the South Dakota Department of Environment and Natural Resources, and City policy adopted in accordance with Sec. 10-12(d).

Recyclable materials means materials or products that may be readily separated from the solid waste stream and may be used or reused as a substitute for raw materials or other items, and shall be more narrowly defined in City policy adopted in accordance with Sec. 10-12(d).

Recycling means any process by which materials that would otherwise become waste, are collected, separated or processed, and revised or returned to use in the form of raw materials products.

Rubble means stone, brick, concrete, dirt, gravel or sand, construction and demolition debris, discarded construction material, and similar inorganic material.

Scrap means furniture, carpet, sheet rock, asphalt singles, unused construction supplies and materials, and similar waste.

Scrap metal means waste or refuse metals.

Single stream recycling means recycling in which all recyclable material can be commingled in the same recycling container.

Solid waste means any garbage, refuse, tires, scrap metal, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded materials, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial and agricultural operations and from community activities, but does not include mining waste in connection with a mine permitted under SDCL Title 45, hazardous waste as defined under SDCL Chapter 34A-11 (SDCL 34A-11-1 et seq.), solid or dissolved materials in domestic sewage or dissolved materials in irrigation return flows or industrial discharges which are

point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended.

Yard waste means leaves, grass clippings, garden waste and similar non-woody vegetation.

Sec. 10-2. - Containers required; specifications.

The occupant of every dwelling, house, or apartment and of every place of business and building shall utilize a suitable watertight metallic or plastic can, cart, or container in which the occupants shall cause to be deposited receivable solid waste accumulating upon the premises, which containers shall be kept in a location accessible to the collector. If the premises is serviced by the City of Yankton for garbage collection, the occupants shall utilize the carts issued by the City of Yankton within the limits imposed by Sec. 10-12. The vicinity of containers shall be kept free from litter.

All tree limbs and branches and yard waste shall be presented separate from other receivable solid waste for disposal at the transfer station. All tree limbs and branches and yard waste shall be disposed of in a reasonable time after accumulation by hauling to the transfer station, chipping and depositing for landscaping or composting, or contracting with a commercial collector, or other lawful means of disposal. All composting shall be contained and actively managed in an appropriate container designed for such purposes, which shall be located only in rear and side yards.

Sec. 10-3. - Litter prohibited.

No person shall throw or deposit litter on any public or private property within the city, whether owned by such person or not; except that the owner or person in control of private property may maintain authorized private receptacles for collection awaiting prompt disposal in such a manner that such litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

Sec. 10-4. - Owner to maintain premises free of waste.

All owners and persons in control of any private property shall at all times maintain the premises free of commercial waste, household waste, garbage, infectious waste, medical waste, industrial waste, rubble, litter, scrap, tires, scrap metal, solid waste, recyclable material, tree limbs and branches, and yard waste except as expressly permitted by ordinance. However, this section shall not prohibit the storage of receivable solid waste and recyclable material in authorized receptacles for collection.

Sec. 10-5. - RESERVED.

Sec. 10-6. - Removal of receivable solid waste.

All owners and persons in control of any private property shall cause the receivable solid waste accumulated, collected, and stored in authorized receptacles to be removed from the property within eight (8) days for all waste. All owners and persons in control of any private property shall cause the recyclable material accumulated, collected, and stored in authorized receptacles to be removed from the property within fifteen (15) days. All receivable solid waste and recyclable material shall be

disposed of at the transfer station or disposed of by other lawful means. All yard waste shall be stored in separate receptacles and shall contain no other materials.

Sec. 10-7. - Vehicle loads causing litter.

No person shall drive or move any vehicle carrying any material as defined in section 10-1 within the city or to the municipal landfill unless such vehicle is so constructed or loaded as to prevent any such load or portion of such load from being blown or deposited upon any street, highway, or other public place.

Sec. 10-8. - Violation of article declared a public nuisance and misdemeanor; penalty generally.

Each violation of this Chapter 10, Article I is hereby declared to be a public nuisance. Any person who violates a provision of this Chapter 10, Article I shall be guilty of a class 2 misdemeanor and, upon conviction thereof, shall be subject to a penalty as provided in section 1-8 of this Code.

Sec. 10-9. – RESERVED.

ARTICLE II. - CITY COLLECTIONS

Sec. 10-10. - City collection of solid waste or recyclable materials.

- (a) As long as sufficient facilities and/or contracts are available for disposal of garbage, household waste, and/or recyclable materials, the city may provide a collection service for such materials from all residences with separate water meters for each residence, which are located upon residential collection routes.
- (b) The owner or person in control of commercial properties located upon residential collection routes may elect to utilize the City's collection service for disposal of garbage, recyclable materials, and/or commercial solid waste.

Sec. 10-11. - RESERVED.

Sec. 10-12. - Preparation of waste for City collection.

- (a) Each person accumulating garbage, household waste, commercial solid waste, or recyclable materials for collection by the City must place it in a city issued cart. All carts shall be maintained in accordance with the City's waste collection policies as established from time to time by the City Manager or his or her designee, which shall be on file in the office of the City Finance Officer.
- (b) For purposes of collection, a person having placed acceptable waste in a cart shall place the cart for collection only in accordance with the City's waste collection policies as established from time to time by the board of commissioners by the City Manager or his or her designee, which shall be on file in the office of the City Finance Officer.
- (c) It shall be unlawful for any person to place yard waste and tree limbs and branches in any cart. Yard waste and Tree limbs and branches will not be collected by the City. However, from time

to time at the discretion of the City Manager or his or her designee, the City may collect yard waste and/or tree limbs and branches, which must be presented for collection separate from other waste and in accordance with the instructions of the City Manager or his or her designee.

- (d) The City's collection services provided in accordance with Ordinance Sec. 10-10 shall be operated and acceptable waste shall be prepared, collected, and maintained in accordance with the City's collection policies as established from time to time by the City Manager or City Manager's designee, which shall be on file in the office of the City Finance Officer.

Sec. 10-13. - Collection charges generally.

The charges for collection by the city of garbage, household waste, recyclable materials, and/or commercial solid waste shall be as established from time to time by the Board of Commissioners by resolution and shall be on file in the office of the City Finance Officer.

Sec. 10-14. - Billing, payment and delinquency of collection charges.

- (a) The owner, tenant, and person(s) in control of each residence with a separate water meter which is located upon a residential collection route shall be jointly and severally liable for the cost of waste collection services available to such residence regardless of whether such individuals are utilizing the City's collection service.
- (b) The City may bill for waste collection in conjunction with billing for water service or separately, and the owner, tenant, and/or person(s) in control of the property shall make payment to the City in the office of the City Finance Officer in accordance with the City's billing policy and at the rates established from time to time by resolution of the Board of City Commissioners.
- (c) Payment of charges imposed by this article shall become delinquent twenty (20) days after the end of the period in which the service was rendered and billed, and if an account is not paid before it becomes delinquent, the city may impose late fee(s) and may discontinue service rendered pursuant to this article until the account has been paid in full.
- (d) This section shall apply to all waste collection charges, whether incurred before or after the date of adoption of this Code.

Sec. 10-15. Maintenance of City Issued Carts.

- (a) The City-issued carts remain the property of the City, and each property owner, tenant or person in control of the property shall be a bailee of the cart as that term is defined by applicable state law. Every cart shall be maintained by the property owner in a reasonably sanitary condition.
- (b) The City may, at the discretion of City staff, replace a Cart or parts thereof damaged by ordinary wear and tear at City expense.
- (c) The property owner, tenant, and person(s) in control of the property to which a cart has been assigned shall be jointly and severally liable for repairing or replacing the cart damaged by any cause other than ordinary wear and tear.

Sec. 10-16. – Misdemeanor and Penalty.

Any person who violates any Section of this Article II shall be guilty of a class 2 misdemeanor and, upon conviction thereof, shall be subject to a penalty as provided in section 1-8 of this Code.

Secs. 10-17—10-19. – RESERVED.

ARTICLE III. - COMMERCIAL COLLECTION OF SOLID WASTE

Sec. 10-20. - License required.

It shall be unlawful for commercial collectors to use the city streets without a valid city license.

It shall be unlawful for commercial collectors to use the streets for the collection, removal or disposal of any receivable solid waste and yard waste without first having obtained a license to perform such services from the finance officer. As a condition to the granting of any said license, all commercial collectors shall agree to abide by all city ordinances or landfill regulations involving the collection or depositing of any receivable solid waste and yard waste. In the event any commercial collector fails to abide by these said ordinances or regulations the City of Yankton reserves the right to terminate said license.

This requirement does not apply to building contractors removing and disposing of receivable solid waste incidental to a construction contract, nor to any firm or individual who, for a fee engages in the removal of receivable solid waste for disposal for fewer than two (2) days in any calendar year.

The fee for a license as a commercial collector shall be as set by the city commission by resolution.

Sec. 10-21. - Same application; plate to be displayed.

Application for license shall be filed at the office of the finance officer five (5) days prior to any consideration and approval by the city commission. All licenses expire December 31 in the year they are issued. The license plate or placard issued shall be displayed on each such vehicle at all times.

Each license applicant shall, at the time of the submission of the license application, provide written verification to the finance officer that the applicant met the financial liability requirement of state law for liability insurance coverage for the vehicles used in the commercial collector business.

Sec. 10-22. - Submission of rates and schedules with license applications.

Each applicant for a license required by this article shall submit with his application a schedule of charges, a schedule of collection time, and a list of manpower to be used in connection with his license.

Sec. 10-23. - Transferability of license.

A license issued pursuant to this article shall be nonrefundable and nontransferable from person to person; however, a license issued pursuant to this article may be transferred from one vehicle to another upon application and inspection as required by this article.

Sec. 10-24. - Vehicles for collection.

Licensed commercial collectors shall provide themselves with suitable vehicles which shall be all metal, watertight as specified by manufacturer, and be of the packer type. Such vehicles shall be thoroughly washed at such times, not to exceed once each day, as may be directed by the supervising department or as may be necessary to keep vehicles in a proper sanitary condition when conveying and garbage shall be so loaded and unloaded that the contents shall not fall or spill upon the ground. No article or item shall be carried on such vehicles so as to drag upon the street.

Licensed commercial collectors hauling yard waste and tree limbs and branches shall provide themselves with suitable vehicles which, when transporting or loading, do not permit the contents to spill upon the ground. No articles or items shall be carried on such vehicles so as to drag upon the streets.

Sec. 10-25. - Vehicles and equipment; inspections.

- (a) All equipment used for the collection and removal of receivable solid waste shall be so constructed and enclosed so as to prevent loss or droppage during loading and transporting of such waste.
- (b) Before a license to operate as a commercial collector shall be issued, the commercial collector shall procure liability and indemnity insurance covering operations as a commercial collector. The policies of insurance shall be conditioned to pay any final judgment rendered against the commercial collector arising out of any action for death of or injury to any passenger, or loss or damage to property of a passenger in case of a carrier or passenger, and for loss or damage to property in case of a carrier of property, and shall be further conditioned to pay any final judgment rendered against the commercial collector arising out of any action for the death of or injury to any person other than a passenger, or loss or damage to any property not in transit. In the event of cancellation of such insurance policy, notice thereof shall be given by the insurer to the City Finance Officer.
- (c) It shall be the duty of each commercial collector to maintain in good mechanical condition for safe operation each motor vehicle operated by it. The motor vehicles may be inspected by the City, and if any mechanical defect is found sufficient to endanger the safe operation of the vehicle, the commercial collector shall not operate the vehicle until the defect is remedied.
- (d) Failure to maintain a vehicle subject to this section in the proper condition shall be cause for revoking the license by the Board of City Commissioners.

Sec. 10-26. - Commercial collection of solid waste.

Commercial collectors shall be under no obligation to remove receivable solid waste unless the payments for the removal of such receivable solid waste, as provided by arrangement with the customer, shall have been made.

Every licensed commercial collector may, in addition to the regular collection, collect yard waste. Every licensed commercial collector must inspect each container of residential deposit of yard waste. This inspection shall be made prior to the collector emptying or debagging the container and depositing the yard waste in the collector's vehicles for transportation to the transfer station.

Sec. 10-27. - Duty of commercial collectors.

Licensed commercial collectors shall obey all the ordinances and all the rules and regulations of the City of Yankton or its designated officer and report to the supervising department any violation of this chapter which may come to their notice. All licensed commercial collectors may provide a subscription service for each customer. All charges for the collection of yard waste shall be made separate and distinct from any basic charges for all other collection services of receivable solid waste. Any violation of this chapter or other rules and regulations that may be made from time to time by the City of Yankton, or any nonpayment of the fees provided by this article will result in the suspension or revocation of the license to haul.

Sec. 10-28. Subject to business licensure Ordinances.

All Licensed commercial collectors shall be subject to the provisions of Ordinance Chapter 13, Sec. 13-1 through Sec. 13-35.

Secs. 10-29. - RESERVED.

ARTICLE IV. - DISPOSAL

Sec. 10-30. - Prohibited deposits in the municipal transfer station.

Notwithstanding any other ordinance provision, it shall be unlawful for any person, including a licensed commercial collector to deposit or cause to be deposited in the transfer station any of the following:

- (a) Hazardous waste (except household hazardous waste, which may be deposited at the transfer station only at times and with such conditions and limitations as may be determined by the City Manager or his or her designee);
- (b) Infectious waste;
- (c) Dead livestock or other large dead animals;
- (d) Raw sewage sludge and septic tank pumpings;
- (e) Lead acid batteries;
- (f) Pesticides and unexpended pesticide containers;
- (g) Ash except from a woodburning stove or other household sources;
- (h) Volatile substances, explosives, and such materials and items which are hereby excluded from receivable solid waste as defined in section 10-1; and
- (i) All waste items prohibited by the City's transfer station permit issued by the South Dakota Department of Environment and National Resources or by applicable state regulations or statute.

Sec. 10-31. - Deposits restricted to hours of operation.

All deposits of receivable solid waste and recyclable material except yard waste and tree limbs and branches made into the transfer station shall be made only during the regular hours of operation and designated days as established by the City of Yankton. The city manager acting on behalf of the city commission is authorized to make changes in hours and days of operation to accommodate holidays.

Commercial collectors shall only deposit yard waste and tree limbs and branches during regular transfer station hours. Individuals and businesses paying for City garbage collection services shall be permitted to deposit yard waste and tree limbs and branches only in the designated collection areas at the transfer station outside regular business hours. All yard waste and tree limbs and branches shall be segregated and deposited separately from all other receivable solid wastes in the designated collection areas.

Except as set forth herein, it shall be unlawful for any person or licensed commercial collector to deposit or cause to be deposited any receivable solid waste or yard waste or tree limbs and branches at the transfer station in any location other than the designated location for such waste or at any time after closing hours as posted at the entrance to the transfer station.

Sec. 10-32. - Removal prohibited.

It shall be unlawful for any person to remove or cause to be removed from the transfer station of this city any article or material of any kind after the same has been deposited there. The city reserves the right to enter into a contract with a person or persons for the right of salvaging at the transfer station and to contract for the lawful transfer and disposal of all forms of waste deposited at the transfer station.

Sec. 10-33. - The city commission to designate municipal solid waste transfer station; dumping elsewhere prohibited; penalty.

- (a) The city commission shall designate by resolution an area to be known as the transfer station, which area shall be for depositing receivable solid waste and yard waste. The City Commission may by resolution establish a fee schedule for the deposit of the different forms of solid waste and yard waste at the transfer station.
- (b) It shall be unlawful for any person to deposit or cause to be deposited any litter in or upon any park, street, alley, gutter, or in or upon any other private or public property within the city or upon any property on the route between the city and the transfer station.

Sec. 10-34. - Deposit of non-county refuse prohibited.

No person shall deposit any material as defined in section 10-1 within the transfer station which was generated outside of Yankton County unless said person has entered into a contractual agreement with the City of Yankton permitting the use of the transfer station or with special permission of the city manager provided that the city manager has determined that such material is being received in compliance with all terms and conditions of the city's transfer station permit.

Sec. 10-35. – Misdemeanor and Penalty.

Any person who violates any Section of this Article IV shall be guilty of a class 2 misdemeanor and, upon conviction thereof, shall be subject to a penalty as provided in section 1-8 of this Code.

Secs. 10-36—10-41. - RESERVED.

First Reading:

Second Reading and Adoption:

Publication:

Effective Date:

Nathan V. Johnson, Mayor

Attest: _____
Al Viereck, Finance Officer

Memorandum #19-07

To: Amy Leon, City Manager
From: Adam Haberman PE, Public Works Director
Subject: Amendment to the Ordinance for Chapter 14, Section 14-213 Use of engine compression brakes.
Date: January 3, 2019

The South Dakota Department of Transportation (SDDOT) currently maintains “DYNAMIC ENGINE BRAKING PROHIBITED” signs on the State highway routes leading into the city of Yankton. Recently the SDDOT announced a new sign design that will say “UNMUFFLED DYNAMIC ENGINE BRAKING PROHIBITED” which will replace the existing engine braking prohibited sign design. Any new requests for dynamic engine braking prohibited signs as well as the replacement of existing signs by the SDDOT will require the City ordinance to state that “*unmuffled dynamic engine braking is prohibited*”.

Attached is an ordinance amending Chapter 14, Section 14-213.-Use of engine compression brakes, to conform to the South Dakota Department of Transportation regulations.

Respectfully submitted,

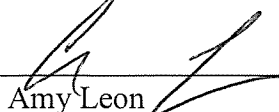


Adam Haberman, PE
 Public Works Director

Recommendation: It is recommended that the City Commission accept the amendment to the City of Yankton Chapter 14, Section 14-213 ordinance, as detailed in Memorandum #19-07, and establish the public hearing for January 28, 2019.

I concur with the recommendation.

I do not concur with the recommendation.



 Amy Leon
 City Manager

Establish public hearing

ORDINANCE #1016

**AN ORDINANCE AMENDING THE DEFINITION OF UNMUFFLED DYNAMIC
ENGINE BRAKING TO CONFORM WITH SOUTH DAKOTA DEPARTMENT OF
TRANSPORTATION REGULATIONS**

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

**Section 14-213 of the Yankton Code of Ordinances is hereby amended to read as
follows:**

Sec. 14-213. - Use of unmuffled dynamic engine braking prohibited.

Unmuffled dynamic engine braking (also known as engine compression braking or
Jake braking) is prohibited in the city.

First Reading:

Second Reading and Adoption:

Publication:

Effective Date:

Nathan V. Johnson, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum #19-08

To: *Amy Leon, City Manager*
From: *Adam Haberman PE, Public Works Director*
Subject: *Amendment to the Ordinance for Chapter 21, Section 21-127, Designation of Snow
Emergency Routes*
Date: *January 14, 2019*

With the past and current expansion of the City of Yankton’s west side, and in order to improve snow removal operations and increase accessibility to all residents during and immediately after a winter storm, it is recommended the Ordinance for designation of snow emergency routes be adjusted.

The West City Limits Road (WCLR) corridor, from 9th Street to 31st Street, was annexed into the City of Yankton in 2018. The current Ordinance designates WCLR from 8th Street to 9th Street as an emergency snow route. With the recent annexation it is recommended to adjust the Ordinance to designate WCLR from 9th Street to 31st Street as an emergency snow route as well.

Adkins Drive serves as a signal access to the Fox Run Development in northwest Yankton. In an effort to maintain access to this development during and immediately after winter storm events, it is recommended to add Adkins Drive, from Abbott Drive to 31st Street, to the Ordinance for designation of snow emergency routes.

Attached is an ordinance amending Chapter 21, Section 21-127, to include West City Limits Road from 9th Street to 31st Street and Adkins Drive from Abbott Drive to 31st Street as snow emergency routes.

Respectfully submitted,

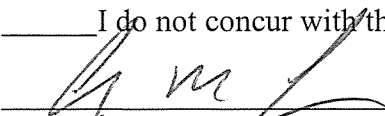


Adam Haberman, PE
Public Works Director

Recommendation: It is recommended that the City Commission accept the amendment to the City of Yankton Chapter 21, Section 21-127 ordinance, as detailed in Memorandum #19-08, and establish the public hearing for January 28, 2019.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

Establish public hearing

ORDINANCE #1017

**AN ORDINANCE AMENDING THE DESIGNATION OF STREETS AND AVENUES
AS SNOW EMERGENCY ROUTES**

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

Sec. 21-127. - Designation of snow emergency routes.

The following streets and avenues or portions thereof within the City of Yankton are designated as snow emergency routes:

(1) *Commercial districts:*

Third Street from Mulberry Street to Linn Street.

Broadway Avenue from Second Street to Fifth Street.

Capital Street from Second Street to Fourth Street.

Douglas Avenue from Riverside Drive to Fourth Street.

Walnut Street from Second Street to Fourth Street.

(2) *Other streets and avenues:*

Second Street from Broadway Avenue to South Dakota Highway 50.

Fourth Street (Highway 50) from Fifth Street to Ferdig Avenue.

Eighth Street from West City Limits Road to South Dakota Highway 50.

Ninth Street from West City Limits Road to Summit Street.

Fifteenth Street from Summit Street to Ferdig Avenue.

Nineteenth Street from Broadway Avenue to Ferdig Avenue.

Twenty-first Street from west city limits to Peninah Street.

Thirty-first Street from Broadway Avenue to Peninah Street.

Broadway Avenue from Fifth Street to Thirty-first Street.

Burleigh Street from Fourth Street to Twenty-fifth Street.

Douglas Avenue from Fourth Street to Thirty-first Street.
Mulberry Street from Fifteenth Street to Twenty-fifth Street.
Peninah Street from Eighth Street to Twenty-fifth Street.
Summit Street from Fifth Street to Twenty-first Street.
Whiting Drive from Burleigh Street to east city limits.
Kellen Gross Drive from Twenty-first to Twenty-third Street.
Twenty-third Street from Kellen Gross Drive to Mulberry Street.
Twenty-fifth Street from Broadway to Mulberry Street.
Mulberry Street from Twenty-fifth to Donohoe Boulevard.
Donohoe Boulevard from Mulberry Street to Regal Drive.
Burleigh Street from Fourth Street to Peninah Street.
Peninah Street from Twenty-fifth Street to Thirty-first Street.
West City limits road from Eighth Street to Thirty-first Street.
Adkins Drive from Thirty-first Street to Abbott Drive.

First Reading:
Second Reading and Adoption:
Publication:
Effective Date:

Nathan V. Johnson, Mayor

Attest: _____
Al Viereck, Finance Officer

Memorandum #19-09

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Chan Gurney Airport Environmental Assessment Closeout Report for the Apron Expansion Project #3-46-0062-026-2015.
Date: January 2, 2019

The attached "Project Closeout Report" is the final action necessary to complete the Environmental Assessment (EA) for the Chan Gurney Airport Apron Expansion Project. This action is specific to the EA and does not involve any administrative requirements associated with the upcoming physical construction of the Apron Expansion Project in 2019.

The "Finding of No Significant Impact" has been issued and the identified mitigation measures have been fully completed. The costs for EA process were eligible in the standard funding formula for joint projects involving the Federal Aviation Administration, State Division of Aeronautics and City of Yankton. The City's share is five percent of the total documented project costs.

Respectfully submitted,

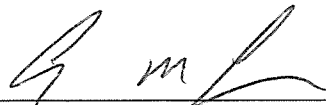


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Memorandum 19-09 authorizing the City Manager to sign the referenced document.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll Call

PROJECT CLOSEOUT REPORT

A. PROJECT SUMMARY

Airport: Chan Gurney Municipal Airport Associated City: Yankton

AIP No.: 3-46-0062-026-2015 KLJ No.: 14515127

Grant Acceptance Date: September 9, 2015 Original Grant Offer Amount: \$63,805.00

Sponsor: City of Yankton Fed. Participation %: 90%

Amendment No. 1 Date: _____ Amended Grant Amount: _____

Primary Purpose:

Amendment No. 2 Date: _____ Amended Grant Amount: _____

Primary Purpose:

Grant Description *(final including all amendments):*

Final Grant Amount Requested: \$63,805.00

B. EXECUTIVE SUMMARY* *(Reasons for amendment cost increases or any other unusual factors.)*

The EA for the proposed apron expansion was completed and a FONSI was issued by the FAA on July 25, 2018. A historic hangar was identified to be adversely effected during the course of the EA. A Memorandum of Agreement was executed on July 5, 2018 amongst the FAA, SD SHPO, SDDOT and Sponsor regarding mitigation which would include recordation, collection of oral histories, and a future display at the local museum and at the Airport's terminal building.

A future grant for the mitigation is anticipated.

* Use continuation sheet if necessary.

FINAL PROJECT COST SUMMARY (TOTAL PROJECT COSTS)				
Item Ref.	Description	Original Contract Amount	Increase/Decrease Amount	FAA Final Recommended Amount
A.	Administrative			
	1. Legal			
	2. Audit			
	3. Administrative	\$1,999.44	(\$1,999.44)	
	4. Closeout			
B.	Engineering			
	1. Design	\$ 68,895.00		\$68,865.00
	2. Inspection			
	3. Testing			
C.	Land			
	1. Acquisition/Incidental			
	2. Relocation Expenses			
	3. Relocation Payments			
D.	Construction (Prime Contracts)			
	1.			
	2.			
	3.			
E.	Equipment			
	1.			
	2.			
F.	Other			
	1.			
	2.			
G.	Final Recommended Amount (Summation Lines "A" through "F")			\$68,895.00
H.	Federal Share (Line "G" x 90% Federal Participation)			\$62,005.00
I.	Grant Agreement Amount			\$63,805.00
J.	Increase or Decrease (Line "H" less line "I")			(\$1,600.00)
	<i>(Note: 15% Maximum Increase Over Original Grant Offer for Development Projects, 0% increase for Planning Projects)</i>			
K.	Previous Payments			\$57,360.69
L.	Recommended Final Payment (Line "H" less Line "K")			\$4,644.31

Memorandum No. 19-16

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager
RE: Letter of Support - MSAC
DATE: January 9, 2019

Attached is information regarding the Missouri River Sedimentation Action Coalition.

As you will recall, the City of Yankton discussed MSAC at September 10, 2018 City Commission Meeting.

Commissioner Gross can provide additional details regarding the Letter of Support for Missouri River Sedimentation Action Coalition.

Recommendation: It is recommended that the City Commission discuss the Letter of Support for Missouri River Sedimentation Action Coalition and authorize the City Manager to sign said Letter of Support.



January 16, 2019

Mr. Brad Thompson
US Army Corps of Engineers, Omaha District
Chief, Planning Branch
US Army Corps of Engineers Omaha District
1616 Capitol Ave., Ste 9000
Omaha, NE 68102

Re: Section 22 Planning Assistance to States Letter of Support

Dear Mr. Thompson,

The City of Yankton supports the Missouri Sedimentation Action Coalition (MSAC) serving as the sponsor for the development of a Lewis and Clark Lake Reservoir Sediment Management Plan suggested to begin under Section 22 Planning Assistance to States (PAS) program. The City of Yankton supports MSAC's request that the Corps work with stakeholders to develop a sediment management plan for Lewis and Clark Lake, the reservoir created by Gavins Point Dam on the Missouri River.

Lewis and Clark Lake is an important resource locally, regionally and nationally. Developing a plan to address the sedimentation problem in and around the lake would help ensure that this resource will be available for future generations.

With MSAC serving as sponsor, we would like to discuss the availability of information, required schedule, consent of local government requirements, and level of effort required in order to negotiate appropriate agreement indicating the non-Federal and Federal costs shares to initiate a Section 22 study project outlining a sediment management plan for Lewis and Clark Lake. Please contact David Mingo, Community & Economic Development Director for the City of Yankton at (605) 668-5252.

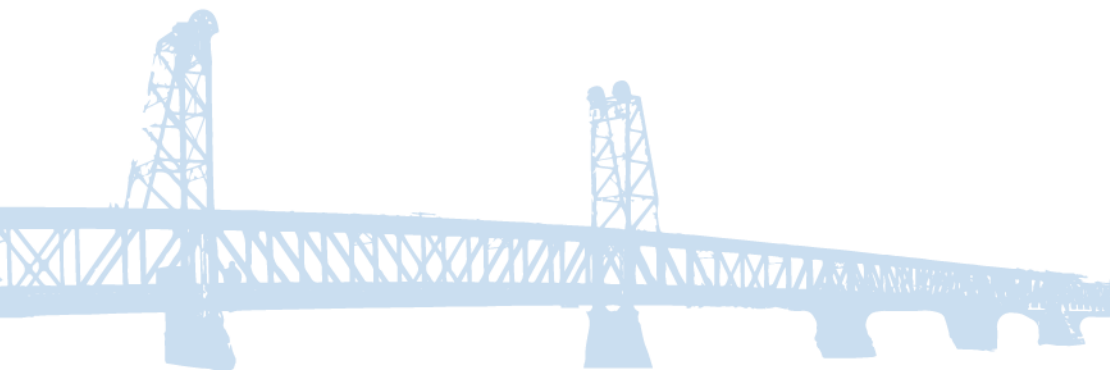
We are aware that this letter of support for MSAC serving as sponsor serves as an expression of intent to proceed and not a contractual obligation and parties may discontinue the study process at any stage.

Sincerely,

Amy Leon
City Manager
City of Yankton

416 Walnut St
PO Box 176
Yankton, SD 57078-0176
Phone (605) 668-5221
www.cityofyankton.org

EQUAL OPPORTUNITY EMPLOYER





Missouri Sedimentation Action Coalition

PO Box 2

Springfield, SD 57062

Office: 100 Douglas, Ste 103, Yankton, SD 57078

PH: 605-661-1594

Web: www.msaconline.com

Jan. 16, 2019

Mr. Brad Thompson
Chief, Planning Branch
US Army Corps of Engineers
Omaha District
1616 Capitol Ave., Ste 9000
Omaha, NE 68102

Dear Mr. Thompson,

This is in reference to the Corps of Engineers Planning Assistance to States Program. We understand that provisions of Section 22 of the Water Resources Development Act (WRDA) of 1974, as amended, provide authority for the Corps to provide planning assistance to a non-Federal interest in managing water resources, along with consideration of plans for development, utilization, and conservation of water and related land resources.

The Missouri Sedimentation Action Coalition (MSAC) requests planning assistance for developing a sediment management plan for Lewis and Clark Lake, the reservoir created by Gavins Point Project on the Missouri River. Ultimately, MSAC realizes that a comprehensive sediment management plan for the lake would need to be further developed under an authority such as Section 1179a of WRDA 2016 that allows for possible implementation.

MSAC, a 501c3 nonprofit organization, is supported by the City of Yankton, South Dakota in making this request. See attached letter. Numerous other entities, including cities and counties in both South Dakota and Nebraska and others, support the development of a sediment management plan for Lewis and Clark Lake. This study would analyze potential options to address the ongoing sedimentation issues that have broad national, state, local, tribal and public interest. The goals of this project align with MSAC's support of reservoir sustainability for future generations, as the benefits provided are too great of national, regional and local importance to allow to wither away due to accumulating sediment.

A SMP could work to prevent sediment from reducing water storage capacity by preventing sediment collection, or for increasing water storage capacity at a reservoir through sediment removal, or a combination of both. A necessary component of a plan at Lewis and Clark Lake will include addressing the delta within the lake and upstream. MSAC and stakeholders realize that economic justification is an important component of supporting a large-scale implementation effort at Lewis and Clark Lake to foster reservoir sustainability. This plan will need to address a broad, holistic view of the reservoir system benefits and the negative impacts of sedimentation.

We would like to discuss the availability of information, required schedule, and level of effort required in order to negotiate an appropriate agreement indicating the non-Federal and Federal costs shares to initiate a Section 22 study project outlining a sediment management plan for Lewis and Clark Lake. Please contact Sandy Stockholm, executive director of the MSAC, at 605-661-1594 to arrange further discussion of this inquiry.

We are aware that this letter serves as an expression of intent to proceed and not a contractual obligation and either party may discontinue the study process at any stage.

Sincerely,

Mark Simpson
President, Board of Directors
Missouri Sedimentation Action Coalition