



CITY OF YANKTON

2016_05_23

COMMISSION MEETING

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, May 23, 2016

City of Yankton Community Meeting Room

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

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

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of May 9, 2016

Attachment I-2

3. Proclamation: Mental Wellness Conference

Attachment I-3

4. City Manager's Report

Attachment I-4

5. Public Appearances

II. CONSENT ITEMS

1. Fireworks Request

Consideration of Memorandum #16-130 regarding request to shoot small fireworks show

Attachment II-1

2. Budget Workshop Meeting Date

Consideration of Memorandum #16-135 regarding setting Budget workshop meeting date

Attachment II-2

3. Approval of Peddler's License

Consideration of Memorandum #16-133 recommending approval of an application for a Peddler's License for two individuals to sell educational books for Southwestern Advantage

Attachment II-3

4. Work Session

Setting date of June 20, 2016, at 6:00 pm in City Hall, Meeting Room #B for the next work session of the Yankton City Commission to discuss Water Plant #3

5. Establishing public hearing for sale of alcoholic beverages

Establish June 13, 2016, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for July 3, 2016 from Hanten, Inc., (Ben Hanten, Owner) dba Ben's, Meridian Bridge, Yankton, S.D.

Attachment II-5

6. Possible Quorum Event

June 7, 2016, Fire Station #2 starting at 6:00 pm, no official commission action

7. Possible Quorum Event

May 26, 2016, Westbrook Estates starting at 11:30, no official commission action

III. OLD BUSINESS

NONE

IV. NEW BUSINESS

- 1. Request for camping to be held in Riverside Park**
Consideration of Memorandum #16-126, regarding Camping in Riverside Park during Kayak Event on May 27, 2016
Attachment IV-1
- 2. Introduction of 2016 Assessment Roll–First Reading –Noxious Vegetation & Tree Trimming**
Introduction of 2016 Assessment Roll–First Reading –Noxious Vegetation & Tree Trimming
Attachment IV-2
- 3. Mayor’s Appointments to City Advisory Boards and Commissions**
Consideration of Memorandum #16-129 recommending approval of the Mayor’s appointments to various City Advisory Boards and Commissions
Attachment IV-3
- 4. SAC Rental Rate Increase**
Consideration of Memorandum #16-128, regarding SAC Rental Rate Increase for 2018
Attachment IV-4
- 5. Memorandum of Understanding / Yankton County Emergency Management**
Consideration of Memorandum #16-127, regarding Memorandum of Understanding between Yankton County Emergency Management and the City of Yankton for use of City Hall, The Center and Fire Station #2 in catastrophic conditions
Attachment IV-5
- 6. Bid Award – Durable Pavement Marking**
Consideration of Memorandum #16-131 regarding Bid Award for Durable Pavement Marking
Attachment IV-6
- 7. Ordinance – Sidewalk Cafes**
Introduction, first reading of Ordinance #987, the first reading and establish June 13, 2016, as the date for the second reading and public hearing to consider an ordinance amending Ordinance #886 allowing sidewalk cafes and the consumption of alcoholic beverages on designated areas of sidewalks in certain areas of the B-3 Central Business District and creating regulations by which they will be permitted
Attachment IV-7
- 8. Agreement with McLaury – Gravity Sewer on Hwy 50**
Consideration of Memorandum #16-134 regarding Agreement with McLaury for gravity sewer for Hwy 50 project
Attachment IV-8
- 9. Archery Range / Memorial Park**
Consideration of Memorandum #16-136 supporting Resolution 16-36, authorizing an archery range at Memorial Park during Yankton Ribfest
Attachment IV-9

V. ADJOURN THE MEETING OF MAY 23, 2016

The City of Yankton Community Meeting Room is accessible to everyone. If you have any additional accommodation requirements, please call 668-5221.

Should you have any reason to believe an open meetings law has been violated please contact the Open Meetings Commission at the South Dakota Office of the Attorney General at: 1302 E. Hwy 14, Suite 1, Pierre, SD 57501-8501 or by phone at 605-773-3215.

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
MAY 9, 2016**

Regular meeting of the Board of City Commissioners of the City of Yankton was called to order by Mayor Carda.

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

Action 16-146

Moved by Commissioner Gross, seconded by Commissioner Hoffner, to approve the Minutes of the work session of April 25, 2016, and regular meeting of April 25, 2016.

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

Motion adopted.

Action 16-147

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

A T & T Cell-Phone Bill-\$384.38; ACS Government Inf Service-Maint Program Support-\$1,937.87; Assn of Code Enforcement-Conference Registration-\$50.00; Associated Supply Co-Shipping-\$15.82; Automatic Building Controls-Annual Maintenance-\$1,878.00; Avera Sacred Heart Hospital-Reimb-Sidewalk Oversize-\$288.00; Banner Associates Inc-Solid Waste Scale-\$2,211.58; Becker Body Shop-Vehicle Repairs-\$2,005.74; Bierschbach Equip & Supply-Concrete Sawblades-\$3,318.62; Boller Printing Inc-Accident Reports-\$349.00; Boys & Girls Club-CDBG Grant #5-\$57,727.77; Brandt Land Surveying Inc-Supplies-\$294.00; Brock White Company LLC-Road Materials-\$12,934.35; Brosz Engineering Inc-Pine St Bridge-\$38,610.00; Buhl's Laundry Cleaners Inc-Uniforms-\$11.00; Cedar Knox Public Power Dist-Water Electric-\$1,104.18; Centurylink-Phone Bill-\$1,650.95; Chesterman Company-Soft Drinks-\$629.08; Chucks Sanitary Service-Clean Drain-\$140.00; City of Vermillion-Jt Power Cash Transfer-\$48,483.14; City of Yankton-Central Garage Rubbish-\$56.50; City of Yankton-City Clean-Up City-Wide Clean-Up-\$22,827.45; City of Yankton-Parks Landfill Charges-\$131.05; City of Yankton-Solid Waste Compacted Garbage-\$10,630.99; City of Yankton-Street Rubbish-\$12.00; City Utilities-Water/Ww Charges-\$3,288.69; Cleveland Golf-Golf Clubs-\$2,705.65; Cole Papers Inc-Janitorial Supplies-\$259.03; Concrete Material-Asphalt Gravel-\$3,723.67; Conkling Dist-Malt Beverage-\$587.60; Cornhusker Intl Truck Inc-Filters-\$1,465.38; Credit Collection Service Inc-Util Collection-Mar 16-\$242.43; Crossroads Hotel & Huron Event-Lodging-\$89.88; D & G Concrete Const-Hwy 50 Utilities-\$48,668.38; Dakota Beverage Co Inc-Malt Beverages-\$128.72; Dakota State University-Travel-Library Institute-\$207.25; Dept of Corrections-DOC Work Program-\$214.20; Dept of Env & Nat Resources-20051-RLA-106-Principal-\$9,705.57; Dept of Environment-2005-L-RLA-106-2-Princip-\$2,304.82; Dept of Revenue-Testing-\$621.00; Dex Media East-Phone Book-April 2016-\$31.00; Diamond Mowers-Mower Parts-\$357.38; Electrical Engineering & Equip-Generator Maintenance-\$787.42; Ethanol Products LLC-Carbon Dioxide-\$411.78; Ferguson Water Works-Supply Maintenance Contract-\$1,469.34; Finance Dept of-Petty Cash-\$18.02; Firehouse Software-Renewal/Support Contract-\$795.00; First Dakota Nat'l Bank Corp-Fire Station Debt Service-\$40,140.00; First National Bank-Sales Tax Rev Bond 2011A-\$40,782.50; First National Bank-WW Refunding Bonds-\$33,243.75; Foote/Jason-Uniform Alterations-\$25.44; Footjoy-Shoes-\$135.03; Freedom Valu Center-Car Washes-\$126.00; Frick/Roxanne-Refund-Lifeguard Class-\$148.40; Gerstner

Oil Co-Jet Fuel-\$11,914.32; Govt Finance Officer Assn-Registration-\$75.00; Graymont Capital Inc-Bulk Pebble Lime-\$13,392.75; Hawkins Inc-SAC Pool Chemicals-\$1,353.37; HD Supply Waterworks Ltd-Valves/Parts-\$7,456.80; HDR Engineering Inc-WTP Design-\$291,112.95; Hedahl's-Parts Plus Filters-\$1,556.35; Heritage Homes Inc-1/2 SP Appropriation-\$1,250.00; H2 Golf Company LLC-Golf Grips-\$610.80; J&H Care & Cleaning Company-Janitorial Service-\$2,795.00; Johnson Electric-Wire/Set Str Light Pole-\$634.18; Johnson Eng Co Inc-Design Svs-15th/WCLR-Dak-\$5,000.00; Kadrmas Lee & Jackson Inc-Apron Expansion-\$6,889.50; Kaiser Heating & Cooling Inc-Repair Rooftop Fan-\$1,010.74; Kaiser Refrigeration Inc-Cooler Maintenance-\$200.00; Kendell Doors & Hardware Inc-Parts-\$174.00; Klein's Tree Service-Remove Tree-\$1,500.00; KVHT Radio Station-Advertisements-SAC-\$100.00; Larry's Canvas & Shoe Repair-Repairs-\$10.00; Larry's Plumbing Service-Install Water Heater-\$775.77; Lewis & Clark BHS-1/2 SP Appropriation-\$10,000.00; Lewis & Clark Theatre Co-1/2 SP Appropriation-\$1,250.00; Licensure & Certification-Registration Fees-\$75.00; Locators & Supplies Inc-Warning Triangles-\$29.21; Lodge At Deadwood-Lodging-\$344.00; Loecker/Mary-Reimburse-\$75.05; Long's Propane Inc-Propane-\$276.00; Lyle Signs Inc-Signs-\$867.25; M-B Companies Inc-Gaskets-\$45.85; Mailfinance-Postage-\$576.00; Masonry Components Inc-Douglas-Anna to 31st-\$167,538.96; Mayer Signs-Signs-\$219.39; McLeods Printing-Utility Bills-\$1,730.00; Menards-Concrete Mix-\$2.52; MidAmerican Energy-Fuel-April-\$3,285.80; MidAmerican Energy-Water/WW Fuel-\$8,719.28; Midwest Alarm Company Inc-Alarm Monitoring-\$264.00; Midwest Tape-Audio Books-\$494.87; Midwest Turf & Irrigation-Irrigation Repairs-\$1,147.59; Midwest Wheel Companies-Floor Mats-\$97.90; Motor Vehicle Dept SD-License & Title-\$32.40; Nebraska Life Magazine-Advertisement-\$900.00; Northland Trust Services Inc-Agent Fees-\$495.00; Northwest Electric-Pool Motor Repairs-\$346.58; Northwestern Energy-Electric-April-\$26,736.13; Observer-Ads-\$48.00; Olson's Pest Technicians Inc-Pest Control-\$130.00; Overhead Door Co-Install Door-\$7,037.00; Petroleum Traders Corp-Fuel-\$12,172.87; Powerplan-OIB Clamps-\$35.25; Press Dakota MStar Solutions-Publishing-\$2,985.60; Printing Specialists-Printing-\$356.71; Racom Corporation-EDACS Access-\$1,370.46; Range Servant America Inc-Keys-\$45.70; Reinhart Foods Inc-Entrees-\$994.09; Ron's Auto Glass Repair-Glass Repair-\$635.00; SADA Systems-Licensing-\$36.58; Sanitation Products Inc-2016 Elgin Sweeper-\$180,841.52; Sherwin Williams Co-Paint/Supplies-\$912.76; Sioux City Journal-Ads-\$1,123.85; Sioux Equipment Company Inc-Repairs-\$940.20; Sioux Falls Two Way Radio Svs-Install Radio & Siren-\$648.47; Siouxland Scale Service-Scale Inspection/Repairs-\$1,665.09; Smith Insurance Inc-Fire Pak Policy Renewal-\$20,026.50; South Dakota Magazine-Summer Brochure-\$5,300.00; Spencer Quarries Inc-Road Materials-\$5,034.13; Stern Oil Co Inc-Fuel-\$24,911.48; Stevens Construction Inc-Concrete Work-\$7,350.00; Superior Tech Products-Fertilizer-\$5,958.50; Therkelsen/GJ & Associates Inc-Consulting Fees-\$12,726.25; Titleist Golf Gloves-\$3,537.65; Todd Inc-Part-\$58.67; Tom's Electric-Repairs-\$316.85; Top Notch Window Cleaning-Window Cleaning-\$100.00; Truck Trailer Sales Inc-Truck Repairs-\$2,802.58; TSP Inc-Pool Study-\$1,041.20; US Post Office-Utility Postage-April-\$1,400.00; Ultramax Ammunition-Ammunition-\$1,183.00; United Parcel Service Inc-Delivery Service-\$128.34; United States Postal Service-Postage Meter-April-\$747.00; Vogel Paint Inc-Traffic Paint-\$2,224.20; VWR Scientific-Equipment-\$2,650.42; Wage Works-Flex Svs Fee-March-\$195.00; Walt's Homestyle Foods Inc-Entrees-\$169.10; Water & Env Eng Research Ctr-Water Tests-\$122.00; Welf Construction Corp-Collector Well-\$415,339.11; Wholesale Supply Inc-Snack Foods-\$388.30; Wilson Sporting Goods-Golf-Golf Equipment-\$516.22; Woods Fuller Shultz & Smith PC-Professional Services-\$5,272.50; Xerox Corporation-Copier Lease-\$187.30; Xerox Corporation-Copier Lease-\$1,415.92; Yaggie's Inc-Fertilizer-\$950.60; Yankton Area Arts Assn-1/2 SP Appropriation-\$2,500.00; Yankton Area Convention-1/4 Special Approp-\$96,332.50; Yankton Baseball Assn-Field Maintenance-\$3,600.00; Yankton Fire & Safety Co-Refill Extinguisher-\$476.00; Yankton Janitor Supply Inc-Supplies-\$184.65;

Yankton Medical Clinic-Pre-Emp Physical-\$239.00; Yankton Police Department-Petty Cash Reimburse-\$32.78; Yankton School District 63-3-1st Qtr Billing-\$34,937.56; Zep Manufacturing Co-Supplies-\$508.80; Zuercher Technologies LLC-NCIC Interface/Support-\$1,750.00; A & B Business Inc-Copier Maintenance-\$443.02; Al's Oasis-Cafe Travel Expense-\$14.98; Alfa Laval GBT-Belt Motor-\$953.55; Amazon Digital Svcs-Subscription-\$49.99; Amazon Mktplace Prmts-Weight Room Supplies-\$293.54; Amazon.Com-Weight Room Supplies-\$239.08; Amazon.Com Amzn.Com-DVDs-\$144.38; American Library Assoc-Membership-\$137.00; American Public Works-Conference Registration-\$1,690.00; Animal Health Clinic-Animal Control Supply-\$34.21; Itunes.Com-Software-\$10.59; Appera-Towels-\$304.93; Applebees-K-9 Training-\$15.25; Arbys-Airport Conference-\$29.70; Army Lodging-K-9 Training Lodging-\$545.00; AT&T Bill Payment-Patrol Car Computer Comm-\$314.32; Autozone-Fuel Injector-\$120.67; Baker-Taylor-Books-\$3,661.97; Battery Exchange-Batteries-\$177.60; Becker Body Shop-Repair Patrol Car-\$250.00; Best Western Hotels-Travel Expense-\$3.79; Best Western Hotels-Travel Expense-\$24.29; Bierschbach Equip Supp-Cemetery Supplies-\$53.40; Cycle World Magazine-Subscription-\$15.97; Bomgaars-Trees-\$2,574.45; Broadway Chrysler-Emergency Tire Kit-\$308.00; Bullfeathers-Meeting-\$162.33; Burger King-Travel Expense-\$5.54; Burger King-K-9 Training-\$19.56; Burger King-Training Expense-\$8.55; Butler Machinery-Gauge Assembly-\$65.91; Cafe Brule & Cakes-Meeting-\$35.00; Capitol City Brewing-Travel AWWA-\$65.00; Capitol Hill Suites-Meeting-\$2,671.74; Caseys Gen Store-DOC Work Program-\$72.26; Cenex BW Gas-Fuel-\$45.44; Cenex West-Fuel-AP Conf-\$17.73; Center Point-Books-\$126.42; Clarks Rentals-Custom Saw Blade-\$945.00; Concrete Materials-Concrete-\$1,243.14; Cox Auto Supply-Oil-\$604.27; Crescent Electric-Analog Output-\$4,150.57; CSI Software-Software-\$658.90; Culver's-K-9 Training-\$6.30; Culver's-K-9 Training-\$6.62; Culver's-Training Expense-\$6.20; Culver's-K-9 Training-\$25.34; Dakota Riggers & Tool-Supplies-\$43.51; Dash Medical Gloves-Supplies-\$215.70; Dayhuff Enterprises-Floor Maintenance-\$1,642.69; Delta-Meeting-\$50.00; Demco Inc-Office Supplies-\$80.60; Dex One-Publishing-\$39.00; Diamondback Truck Cove-Truck Bed Cover-\$1,798.00; Dollar Rental Fine Co-Rental Car Toll Road Pass-\$79.95; Dollar Tree-Program Supplies-\$18.00; Domino's-Employee Appreciation-\$94.04; Dunham's-Rec Supplies-\$44.99; DWD Mtn Grand Restaurant-Training Expense-\$16.91; DX Service-Salt-\$1,901.20; Echo Electric Supply-Lightbulbs-\$590.57; Environmental Express-Lab Supplies-\$80.13; ESPN the Magazine-Magazine Subscription-\$11.97; Exxonmobil-Fuel-\$35.03; Exxonmobil-Office Supplies-\$6.35; Fastenal Company-Bolts and Nuts-\$215.41; Freightcenter-Freight-\$231.00; FDC Publishing Midwest-Publishing-\$289.56; Fedex-Mailing-\$11.74; Fejfar Plumbing & Heat-Plumbing Repairs-\$324.29; Firehouse Subs-K-9 Training-\$11.02; Five Guys's-K-9 Training-\$6.19; Five Guys-QSR Conference-\$25.10; Flexible Pipe Tool Co-Repair-\$1,367.45; Fred Haar Company-Pulley-\$76.65; GFS Chemicals Inc-Lab Standard-\$381.90; Giorgios Pizza-Travel Expense-\$10.14; Gramps-Fuel-\$4.01; Granite City-Circle C-Travel Expense-\$41.00; Guadalajara Mexican Rest-Conference-\$18.29; Hampton Inns-Lodging-\$136.11; Hard Drive Central-Copier-\$51.26; HD Supply Waterworks-Valve Repair-\$2,029.21; Hedahl's-Battery-\$646.19; Heine Electric & Irrig-Centrifugal Pump-\$2,997.80; Highland Café-Travel Expense-\$10.70; Holiday Inn Resort-Training Lodging-\$69.95; Holiday Station Store-SD Chiefs Conference-\$14.25; Holiday Stnstore-Sd Chiefs Conference-\$24.40; Holiday Stnstore-K-9 Training Fuel-\$36.00; Hyvee-Retirement-\$239.50; Hyvee-K-9 Training-\$7.45; ICSC-Membership-\$150.00; AWS Service & Part-Parts-\$112.50; Powerphone-Dispatch Online Training-\$516.00; Indelco Plastics Corp-Flowmeter-\$248.05; Independence Waste-Rentals-\$485.41; City Directories-Book-\$380.00; Intl Code Council Inc-Membership-\$135.00; Interstate All Battery-Batteries-\$837.80; JJ Benji-Uniforms-\$295.75; Jack's Uniforms-Ballistic Vests-\$2,921.48; JB Body RC Sandblast-Truck Repair-\$1,880.00; JCL Solutions-Janitorial Supplies-\$1,399.07; Kaiser Refrigeration-Trail Supplies-\$483.39; KFC-DOC Work Program-\$32.92; Kmart-Soap/Wipes-\$42.76; Koletzky Implement Inc-Seals-\$241.03; Kopetsky's Ace

Hdwe-Trash Can Holders-\$10,076.36; Kum & Go- K-9 Training Fuel-\$95.00; Larrys Heating-Filters-\$96.00; Lewis And Clark Ford-Headlamp Assembly-\$749.87; Locators And Supplies-Supplies-\$239.96; Lou Cajun Grill-Travel Expense-\$10.83; Lynn's Dakotamart-Training Fuel-\$19.95; Mark's Machinery Inc-Mower Repair-\$718.50; Marriott Fire & Sage-Travel AWWA-\$94.10; Marriott Metro Center Travel-AWWA-\$1,637.99; McDonald's-DOC Work Program-\$50.14; McDonald's-Travel Expense-\$6.51; McDonald's Travel Expense-\$6.18; McMaster-Carr-Filter-\$1,002.99; Mead Lumber-Wood Planks/Scaffold-\$244.66; Menards-Pipe-\$2,228.94; Michaels Fence-Park Supplies-\$116.56; Midwest Laboratories-Water Testing-\$931.45; Midwest Wheel Co-Pickup Tool Box-\$659.12; Minneapolis-St Paul-Meeting-\$43.35; Mother Jones Magazine-Magazine Subscription-\$18.00; Motion Picture License-Movie Licensing-\$182.03; Myers Tire Supply-Patches-\$206.94; Newspapers SD/MT/CO/MN-Newspaper Subscription-\$225.55; Northern Tool-Park Supplies-\$620.70; Northtown Automotive-Pickup Repairs-\$471.87; NY Times e-Billing-Newspaper Subscription-\$447.20; Office Elements Group-Office Supply-\$29.50; Olson's Pest Technician-Pest Spray-\$93.50; O'Reilly Auto-Ignition Coil-\$129.90; Overdrive Dist-Downloadable Books-\$1,187.72; Overhead Door Co-Hardware-\$567.90; Dataram Co-Repair Equipment-\$35.00; FDIC/Fire Engineer-Registration-\$595.00; PF Chang's-Travel Expense-\$17.00; Photography by Jerry-Retirement Gift-\$121.00; Pictometry Intl Corp-Software Pictometry-\$1,650.00; Pied Piper Flowers-Professional Services-\$19.90; Pilot- Fuel-\$39.83; Pilot-Training-\$23.36; Pilot-K-9 Training Fuel-\$25.00; Pilot-Fuel-\$36.39; Pilot-SD Chiefs Conference-\$21.70; Pizza Di Tito-Travel Expense-\$5.35; Pizza Hut-K-9 Training-\$21.34; Pizza Rev-K-9 Training-\$94.56; Playscapes Co-Office Supplies-\$268.40; Police K-9 Magazine-Magazine-\$34.95; Postage Refill-Mailstation Postage-\$200.00; Randomhouse-Audio Books-\$366.25; Pump'n Pak-Fuel-\$32.06; Push Pedal Pull Corp-Preventative Maintenance-\$330.12; PVC Pipe Supplies-Odor Control Plumbing-\$128.99; Quill Corporation-Office Supplies-\$259.11; Recreation Supply Co-Memorial Pool Tables-\$2,929.84; Red Cross Store-Rec Supplies-\$1,009.98; Red Lantern Fine Chine-Travel Expense-\$14.00; Research Technology-Disc Cleaning Materials-\$455.95; Rick's Computers Inc-LCD Projectors-\$1,420.00; Riverside Hydraulics-Hose And Ends-\$168.51; Road King Trailers-Parts-\$22.50; Royal Sport Shop-Name Badge/Name Plate-\$133.24; SD Property Management-Park Supplies-\$99.82; Sealand Marine-Battery Charger-\$119.99; Sears Hometown-Washing Machine-\$569.99; SF Regional Airport-Travel AWWA-\$48.00; Shell Oil-Training Fuel-\$32.44; Sherwin Williams-Building Supplies-\$442.23; Shur-Co Outletservice-Tarp Parts-\$789.07; Smiling Moose Deli-SD Chiefs Conference-\$14.29; Society for Science-Magazine Subscription-\$50.00; SOHO Publishing Co-Magazine Subscription-\$19.97; South Dakota State Hist-Magazine Subscription-\$72.00; Sprinklerwarehouse- Irrigation Supplies-\$1,857.10; SD Water & WW-Registration-\$166.00; Techtrade LLC-Gloves-\$10.00; The Pickle Barrel-K-9 Training-\$7.01; Stan Houston Equip Co-Park Supplies-\$626.15; Staples-Program Supplies-\$7.18; Steak-N-Shake-Travel Expense-\$18.37; Sturdevants-Coolant Hoses-\$118.22; Subway-Employee Appreciation-\$59.92; Taco John-Training Expense-\$6.84; Taser Training-Academy Taser Recert Course-\$450.00; Tessman Company-Sioux Chemicals-\$3,054.57; Thatcher Co-Carbon-\$13,614.00; The Columbia Club-Lodging-\$760.41; The Lodge at Deadwood-Meeting-SD Police Chiefs-\$111.63; The UPS Store-Police Radio Return-\$74.48; TMA-Tires-\$3,349.12; People Magazine-Magazine Subscription-\$116.07; Tractor Supply Co-Chemicals and Sprayer-\$420.40; Truck Trailer Sales & Motor-Resister-\$625.07; Truxedo-Tonneau Cover-\$290.00; Ditty's Diner-Travel Expense-\$12.57; USA Blue Book-Supplies-\$2,273.82; USPS-Postage-\$47.70; Yankton Rod Ctr-Filing Fees-\$95.00; Viddler Inc-Video Hosting-\$30.51; Vistaprint.Com-Office Supplies-\$173.82; Vogt's Fine Cleaners-Supplies-\$3.00; VTS District Cab Travel-AWWA-\$10.01; VWR International Inc-Ross Reference Electrode-\$613.60; Vzwrlls Prepaid Pymnt-Phone Minutes-\$37.80; Wal-Mart-Office Supplies-\$724.11; Wall Auto Livery-Fuel to Attend AP Conf-\$32.38; Walmart.Com-Ice Scoop-\$22.93; Western Office Product-Desks-\$1,600.90; Wholesale Supply Co-

Course Supplies-\$125.80; WM Supercenter-Paper-\$539.25; WW Grainger-Filter/Plumbing-\$588.87; Yankton Chamber of Com-Registration-\$255.00; Yankton Pizza Ranch-Staff Appreciation-\$83.08; AFSCME Council 65-Employee Deductions-\$1,339.91; American Family Life Corp-Cancer & ICU Premiums-\$7,080.96; Assurant Employee Benefits-Vision Ins-May-\$725.07; City Management Assn SD-Spring Training Conf-\$50.00; Connections Inc-EAP Insurance-April-\$371.28; D & G Concrete Const-Hwy 50 Utilities-\$26,512.02; Delta Dental-Dental Ins-May-\$7,231.08; Dept of Env & Nat Resources-Registration-\$40.00; Dept of Social Services-Employee Deduction-\$2,121.00; First Natl Bank South Dakota-Employee Deductions-\$2,677.78; Foote/Jason-Chief Assoc Ceremony-\$100.00; Heine/Tyler-SRT Officer Training-\$350.00; Hochstein/Kyle-Hwy 50 Property-\$14,766.00; Mann/Collin-Payroll Advance-\$55.00; McLaury Flannery Eng Inc-Hwy 50 Utilities-\$1,657.50; Minnesota Life Insurance Co-Life Insurance-May-\$712.31; Municipal League SD-Police Chief Association-\$105.00; Nelson/Amy-Chamber Fly-In-\$300.00; Northtown Automotive-2016 Chevy Silverado-\$28,838.00; Planning & Development Admin-Fees-Generator PRJ-\$2,500.00; Retirement SD-SD Retirement-April-\$66,549.84; SDSRP-Employee Deduction-\$5,280.00; Summit Activity Center-Employee Deduction-\$811.40; United Way-Employee Deduction-\$89.32; Vast Broadband-Internet Services-\$3,454.64; Wellmark Blue Cross-Health Ins-May-\$88,604.79.

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

SALARIES APRIL, 2016

Administration-\$29,676.30; Finance-\$31,118.66; Community Development-\$22,219.09; Police-\$138,467.98; Fire-\$11,223.24; Engineering-\$38,569.38; Street-\$40,563.86; Snow & Ice-\$1,630.86; Traffic Control-\$1,794.38; Library-\$29,367.34; Parks/SAC-\$58,658.83; Marne Creek-\$3,460.09; Water -\$38,551.98; Wastewater-\$34,250.25; Cemetery-\$3,452.47; Solid Waste-\$17,103.40; Landfill-\$17,720.05; Golf Course-\$19,832.49; Central Garage-\$6,885.94.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Alison Cappy-\$8.55 hr.-Rec. Division; Connor Fitzsimmons-\$9.05 hr.-Parks Division; Tessa Hacecky-\$9.55 hr.-Parks Division; Phillip Hummel-\$8.55 hr.-Golf Division; Baylee Kenney-\$8.55 hr.-Golf Division; Brady Knodel-\$9.05 hr.-Parks Division; Nakita Maddox-\$8.55 hr.-Golf Division; Collin Mann-\$8.55 hr.-Golf Division; Ashley Mazankowski-\$8.55 hr.-Rec. Division; Justin Meyers-\$9.05 hr.-Parks Division; Alexa Moeller-\$8.55 hr.-Golf Division; Mitch Mueller-\$9.05 hr.-Parks Division; Quinn Paulsen-\$8.55 hr.-Golf Division; Morgan Rodig-\$8.55 hr.-Golf Division; Jacob Rodriguez-\$8.80 hr.-Golf Division; Lee Rose-\$8.80 hr.-Parks Division.

Wage Change: Jon Cooke-\$8.80 hr.-Golf Division; Christopher Eilers-\$9.05 hr.-Golf Division; Chase Erickson-\$9.05 hr.-Golf Division; Makenzie Johnson-\$9.30 hr.-Rec. Division; Katrianna Kokesh-\$8.80 hr.-Rec. Division; Jason Metz-\$9.55 hr.-Golf Division; Sharolette Peterson-\$11.80 hr.-Rec. Division; Grant Rolfes-\$9.05 hr.-Golf Division; Allison Spak-\$11.80 hr.-Rec. Division.

Status Change: Guy Graff-\$1239.00 bi-wk.-from SW Sanitation Truck Operator to Streets Equipment Operator; Marlon Huber-\$1654.58 bi-wk.-from Streets Equipment Operator to Streets Sr. Equipment Operator; Shawn Stuen-\$1239.00 bi-wk.-from SW Sanitation Truck Operator to Streets Equipment Operator; Larry Wagner-\$8.75 hr.-from Golf Division to Rec. Division.

Mayor Carda read proclamations declaring, May 5, 2016, as "National Day of Prayer;" the week of May 15-21, 2016, as "National Police Week 2016," declaring that all flags in Yankton be flown at half-staff on Sunday, May 15, 2016, in honor of all peace officers killed in the line of duty; May 16, 2016, as "Law Enforcement Torch Run Day for the SD Special Olympics;" May 21, 2106, as "Kids to Park Day 2016;" and the week of May 21-27, 2016, as "National Safe Boating Week in Yankton."

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

Stephanie Moser from the Convention and Visitor's Bureau (CVB) was present to review the CVB's Annual Report.

Action 16-148

Moved by Commissioner Gross, seconded by Commissioner Johnson, that the following items on the consent agenda be approved.

1. Transient Merchant License & Special Events Dance License
Consideration of Memorandum 16-104 recommending approval of the applications from Dayhuff Enterprises, Inc., dba Rock-N-Rumble:
(A) Transient Merchant License for July 22-23, 2016;
(B) Special Events Dance License for July 22-23, 2016.
2. Transient Merchant License & Special Events Dance License
Consideration of Memorandum 16-125 recommending approval of the applications from Drotzmann & Portillo, LLC (Steve Drotzmann), partner, dba Rounding 3rd Bar and Casino:
(A) Special Events Dance License for June 3-4, 2016

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

Motion adopted.

Action 16-149

This was the time and place for the public hearing on Resolution 16-21, approving the special assessment roll for the Assessment Project to pave the North-South Alley from Riverside Drive to 2nd Street between Broadway and Cedar Street. No one was present to speak for or against adoption of Resolution 16-21. Moved by Commissioner Knoff, seconded by Commissioner Gross, to adopt Resolution 16-21. (Memorandum 16-97)

RESOLUTION 16-21
A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING
IMPROVEMENTS FOR THE ALLEY FROM RIVERSIDE DRIVE TO 2ND STREET
BETWEEN BROADWAY AVENUE AND CEDAR STREET

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

SECTION 1. That it is deemed and declared necessary to construct improvements in accordance with plans and specifications therefore, prepared under the direction of the Department of Public Works on the alley from Riverside Drive to 2nd Street, between Broadway Avenue and Cedar Street, in the City of Yankton, South Dakota, abutting upon the following described property to be assessed therefore:

Lots 1 through 11, Block 2 of Todd's Addition

SECTION 2. That the nature of said improvements is to construct a three inch asphalt pavement surface, along with items such as six inches of gravel base course, unclassified excavation/earthwork and grading, seeding and approach pavements, as needed, and all other incidentals in the above named location.

This project does not include improvements outside of the alley right-of-way, concrete driveway approaches. The project does include some slope work on private property, as necessary.

SECTION 3. That the cost and expense of the above listed improvements shall be levied by special assessment upon the above described properties in accordance with Chapter 9-43 of the South Dakota Codified Laws. Said improvements shall be assessed upon the above described properties abutting thereon according to the benefits derived in accordance with Chapter 9-45 of the South Dakota Codified Laws.

SECTION 4. Said assessment may be paid in ten (10) equal annual installments. Any such assessment or any installment thereof unless paid within thirty (30) days after the filing of the Assessment Roll in the Office of the City Finance Officer shall be collected under Plan Two, with interest in accordance with the procedure provided in SDCL 9-43-42 through 9-43-53, as amended. In all cases where interest on such assessment or the installment thereof is to be charged and collected in accordance with the law, the rate to be charged shall be as established by the Board of City Commissioners.

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

Action 16-150

This was the time and place for the public hearing on the application for a Special Events (on-sale) Liquor License for July 22-23, 2016, from Dayhuff Enterprises, Inc., (Jeff Dayhuff, President) dba Dayhuff Enterprises, the block of 3rd Street between Douglas & Capital Street, Yankton, South Dakota. (Memorandum 16-115) No one was present to speak for or against approval of the license application. Moved by Commissioner Knoff, seconded by Commissioner Gross, to approve the license.

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

Action 16-151

This was the time and place for the public hearing on the applications for renewal of Malt Beverage Licenses for the 2016-17 licensing period. (Memorandum 16-116) No one was present to speak for against approval of the licenses. Moved by Commissioner Knoff, seconded by Commissioner Gross, to approve the following license applications for July 1, 2016, through June 30, 2017:

RETAIL (ON-OFF SALE) MALT BEVERAGE: Hanten, Inc. dba Ben's Brewing Company, 222 West 3rd St.; Chuck Stop, LLC dba Charlie's Pizza House, 804 Summit St.; Cheers Bar & Grill, LLC dba Cheers Bar & Grill, 310 Walnut St.; Chuck Stop, LLC dba Chuck Stop, 800 Summit Street; City of Yankton, dba Fox Run Golf Course, 600 West 27th St.; Cork 'N Bottle, Inc., dba Cork 'N Bottle, 1500 Broadway; Czechers, Inc., dba Czechers, Inc., 407 Walnut; Diggers Inc., dba Diggers Casino, 2020 Elm St. #7; El Tapatío Family Mexican Restaurant, Inc., dba El Tapatío Family Mexican Restaurant, 2502 Fox Run Parkway; Fryn' Pan of Yankton, Inc., dba Fryn'Pan Family Restaurant, 502 West 21st St.; JAY AMBE-8, LLC dba Freedom Valu Center, 301 Broadway; Xtreme, Inc., dba Gramps, 700 East 4th St.; GNA Ventures, Inc., dba Happy Hourz, 311 Douglas Ave.; SYMS, LLC, dba Holiday Inn Express, PO Box 113; SHREENISH, LLC dba JR's Oasis, 2400 East Hwy 50; King Buffet Mongolian Grill, Inc., dba King Buffet, 3013 N. Broadway, Suite 5; WR Capital I, LLC dba Minerva's Grill & Bar, 1607 E. Hwy 50, Suite A; A'VIANDS, LLC dba Mount Marty College, 1105

W. 8th St.; Annis Properties, Inc., dba Patriot Express, 2217 Broadway; Annis Properties, Inc., dba Patriot Express 02, 100 E. 4th St. Suite A; TST, Inc., dba Phinney's Pub & Casino, Yankton Mall; NPC International, Inc., dba Pizza Hut #2791, 2003 Broadway; Pump-N-Stuff Yankton, Inc., dba Pump-N-Stuff, 215 West 2nd St.; Pure Ice Partners, LLC dba Pure Ice Company, 101 Capital St.; RB Beer & Burgers, LLC dba RB Beer & Burgers 2901 Broadway, Suite C; TST, Inc., dba River City Harbor, Yankton Mall; Bernard Properties, LLC dba Riverfront Events Center & Emporium, 121-113 W. 3rd; Bernard Properties, LLC dba The Brewery, 200-204 Walnut; Zaccon, Inc., dba Roadrunner Convenience Mart, 300 West 23rd St.; Drotzmann & Portillo, LLC dba Rounding 3rd Bar & Casino, 304 West 3rd St.; Kathy J. Shelburg, dba Shelburg's Concessions, Sertoma Park; Diggers Inc., dba Smokey Hollow, 2020 Elm St. Suite 7A; Morgen, LLC dba South Point, 1101 Broadway, Suite 109; Morgen, LLC dba South Point, 1101 Broadway, Suite 107A; Morgen, LLC dba South Point, 1101 Broadway, Suite 107B; Flusswerks, LLC, dba The Landing, 104 Capital St.; Tokyo Japanese Cuisine of Yankton, Inc., dba Tokyo Japanese Cuisine of Yankton, Inc., 2007 Broadway, Suite J; Gerstner Oil Company, Inc., dba Triple Time Rudy's, 1606 Broadway; Dave Tunge, dba Mule Train, 901 Broadway, Suite A; Dave Tunge, dba Kankota's, 901 Broadway, Suite C; Dave Tunge, dba Sportsman's, 901 Broadway, Suite B; Upper Deck, Inc., dba Upper Deck, 311-315 Broadway; Walnut Tavern, Inc., dba Walnut Tavern, 100 West 3rd St.; WILLA B's LLC dba WILLA B's, 215 W. 3rd St., Suite A; Yankton Morning Optimist, Inc., dba Yankton Morning Optimist, Riverside Park; Yesterday's Inc., dba Yesterday's Café, 2216 Broadway; Dayhuff Enterprises, Inc., dba Zebra Club & Cockatoo II & Safari Club, 106-112 East 3rd St.; YASS, INC., dba 5 O'Clock Somewhere, 2007 Broadway, Suite M; YASS, INC., dba 5 O'Clock Somewhere, Parrots Cove, 2007 Broadway, Suite M-A.

RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE: East Eight, LLC, dba EconoLodge, 611 West 23rd St.; SHREE, LLC dba Muggsy's Sub Galley, 821 Broadway; Annis Properties, Inc., dba Prairie Pumper, 909 Broadway; Annis Properties, Inc., dba Patriot Express 02, 100 East 4th Street.

PACKAGE (OFF-SALE) MALT BEVERAGE: JAY AMBE-8, LLC dba Freedom Valu Center, 301 Broadway; Hy-vee Inc., dba Hy-vee Gas, 2110 Broadway; Wal-Mart Stores, Inc. dba Wal-Mart SuperCenter #1483, 3001 Broadway; Walgreen Co., dba Walgreens #09806, 2020 Broadway.

PACKAGE (OFF-SALE) MALT BEVERAGE & SD FARM WINE: Boomers, Inc., dba Boomers Lounge, 100 East 3rd St.; Casey's General Stores, Inc., dba Casey's General Store, 1000 Broadway; Casey's General Stores, Inc., dba Casey's General Store, 801 Burleigh; Casey's General Stores, Inc., dba Casey's General Store, 515 West 4th St.; JoDeans Corp. dba JoDeans, 2809 Broadway.

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

Motion adopted.

Action 16-152

This was the time and place for the public hearing on the request for a Special Events (on-sale) Liquor License for June 3-4, 2016, from Drotzmann & Portillo, LLC (Steve Drotzmann, Partner), dba Rounding 3rd Bar and Casino, the area in front of 309 Cedar Street, Yankton, South Dakota. (Memorandum 16-117) No one was present to speak for or against approval of the license application. Moved by Commissioner Hoffner, seconded by Commissioner Johnson, to approve the license.

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

Motion adopted.

Action 16-153

Moved by Commissioner Woerner, seconded by Commissioner Ferdig, to Adjourn Sine Die at 7:35 p.m.

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

City Attorney Den Herder Administered the Oath of Office to re-appointed City Commissioners C.N. Gross and Amy Miner, and newly appointed City Commissioner Tony Maibaum.

In absence of a Mayor, Finance Officer Viereck called the meeting to order.

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

Finance Officer Viereck requested nominations for Office of the Mayor for the 2016-2017 term. Commissioner Maibaum nominated Commissioner Gross for the Office of Mayor.

Action 16-154

Moved by Commissioner Ferdig, seconded by Commissioner Johnson, that nominations cease and a unanimous ballot be cast for Commissioner Gross for the position of the Mayor.

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

Finance Officer Viereck turned the meeting over to Mayor Gross at this time.

Action 16-155

Moved by Commissioner Knoff, seconded by Commissioner Carda, to adopt Resolution 16-32. (Memorandum 16-118)

**Resolution 16-32
Special Events Parking Request**

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

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

WHEREAS, the Rock-N-Rumble committee has made a request to enact this no parking zone for their event on July 22-23, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on the intersection of 3rd & Capitol starting at 12:00 pm on Friday, July 22 to allow a stage to be set up in the intersection. Intersection of 3rd & Capitol remains closed until 12:00 pm Sunday, July 24th; closure of 3rd Street from Douglas to Capitol Street. Douglas & 3rd Street intersection to stay open for Friday, July 22; starting Saturday at 6:00 a.m. the intersection of Douglas & 3rd Street be closed along with 200 feet both north and south along Douglas Avenue. The closure on 3rd Street to go to Walnut Street, intersection of Walnut & 3rd Street to remain open.

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

Action 16-156

Jeff Dayhuff, representing Rock-N-Rumble, was present to explain the increase in activities proposed for this year’s Rock-N-Rumble event and the request to close the Meridian Bridge for a motorcycle parade as outlined in Memorandum 16-119. Moved by Commissioner Johnson, seconded by Commissioner Knoff, to approve the request to close both levels of the Meridian Bridge from 3:00 to 4:00 p.m. on Saturday, July 23, 2016, for the Rock-N-Rumble Parade.

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

Action 16-157

Moved by Commissioner Knoff, seconded by Commissioner Ferdig, to approve the Land Lease Agreement between the City and Yankton Area Riverboat Days, Inc., for city-owned property described as Lots 6-13, Block 47, Lower Yankton Addition, for an initial term of 25 years, with automatic renewals for additional 10 year terms unless terminated by written notice from either party. (Memorandum 16-121)

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

Action 16-158

Moved by Commissioner Knoff, seconded by Commissioner Carda, to adopt Resolution 16-35. (Memorandum 16-123)

**Resolution 16-35
Special Events Parking Request**

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

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

WHEREAS, Rounding 3rd has made a request to enact this no parking zone for their events on June 3-5, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on Cedar Street in front of Rounding 3rd to be closed from 5:00 p.m. on June 3 to 2:00 a.m. on June 5.

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

Action 16-159

Approval of Resolution 16-33 granting permission to occupy right-of-way on the sidewalk adjacent to the Riverfront Events Center, 121 West 3rd Street, was considered. (Memorandum 16-122) Yankton resident Paul Lowrie was present to inquire about State Law changes and question if the City was going to amend the City's sidewalk right-of-way ordinance. Community Development Director Dave Mingo explained that the City's Sidewalk Café ordinance will be reviewed by City staff and suggestions for amendments to the ordinance will be brought forward. Moved by Commissioner Knoff, seconded by Commissioner Johnson, to adopt Resolution 16-33.

RESOLUTION 16-33
Permissive Use of Right-of-Way

WHEREAS, Cena Bernard, owner of the Riverfront Events Center, which is adjacent to the Walnut Street and 3rd Street Right of Way (Address: 121 West 3rd Street), and

WHEREAS, Cena Bernard has requested permission to occupy the public ROW for the purpose of placing decorative fence panels and flower boxes, and

WHEREAS, said fence panels and flower boxes shall only be allowed in the "Frontage Zone" as shown on the attachment and defined in the applicable sidewalk café permit.

WHEREAS, the applicant understands that the described fence panels and flower boxes occupy the ROW at the applicant's risk and the City or other approved occupants of the ROW are not responsible for maintenance, adjustments or repairs to the public sidewalk from use of the ROW, and

WHEREAS, the owner, shall not modify or deviate from said plan as detailed in the attached documents in any manner without first having the written approval from the City of Yankton.

WHEREAS, the City may terminate the permissive use of Right of Way for any reason that it may deem proper and the City assumes no liability for the discontinuance of the permissive use of Right of Way.

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

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

Action 16-160

The following requests for Downtown Yankton Façade Grants were received and considered by the Façade Grant review committee: (Memorandum 16-120)

1. 104 East 3rd Street: Addition of three season bi-fold doors and brick façade work. Removal of existing signage. Funding request: \$9,250.00. Dayhuff Development Inc.
2. 202 West 2nd Street: Concrete paving. Funding request: \$1,750.00. Riverfront Broadcasting
3. 205 West 3rd Street: Replacing existing awning with cedar and adding signage. Funding request: \$3,580.00. Discovery Church

4. 216 Capital Street: Removal of brick ledge and covering existing brick with foam and exterior coating (EIFS). Funding request: \$8,235.00. Karen 4 Kids
5. 220 Capital Street: Removal of metal sheeting to reveal original masonry façade along with window and door replacement. Funding recommendation: \$6,100.00. Dayhuff Development Inc.
6. 224 West 3rd Street: Restorations and repairs to existing overhang/awning, removal of antiquated lighted box signage, and replacement of smaller awning. Funding recommendation: \$6,083.68. Lewis & Clark Realty Inc.
7. 300 East 3rd Street: Brick repair and replacement of shingles on awning façade feature. Painting and staining of doorway and repair to rear entryway. Funding request: \$12,150.00. Black Steer Inc.
8. 325 Douglas Avenue: Replacement of an existing nonfunctional awning with a new fabric awning consistent with the historic nature of the building. Funding recommendation: \$1425.00. Family Memorials/Yankton Monument Co.
9. 334 Walnut Street: Masonry restoration of the front entrance stair brick wall including repair of masonry joints and repair or replacement of bricks. Funding recommendation: \$1,200.00. Marquis X Erickson, Architect
10. 335 Douglas Avenue: Two proposals. One: repair of brickwork and addition of awnings. Two: addition of EIFS and awnings. Funding request: \$15,000.00. CMC Adventures, LLC
11. 407 Walnut Street: Concrete paving, addition of entrance canopy, and replacement of glass block windows. Funding request: \$15,000.00. Czeckers Sports Bar & Grill
12. 114 West 3rd Street: Painting and replacement of awning. Funding request: \$1,750.00. Financial Planning Associates

Moved by Commissioner Knoff, seconded by Commissioner Ferdig, to award Downtown Yankton Façade Grants, as recommended by the review committee, to the following:

1. 325 Douglas Avenue: Replacement of an existing nonfunctional awning with a new fabric awning consistent with the historic nature of the building. Funding recommendation: \$1425.00. Family Memorials/Yankton Monument Co.
2. 334 Walnut Street: Masonry restoration of the front entrance stair brick wall including repair of masonry joints and repair or replacement of bricks. Funding recommendation: \$1,200.00. Marquis X Erickson, Architect
3. 220 Capital Street: Removal of metal sheeting to reveal original masonry façade along with window and door replacement. Funding recommendation: \$6,100.00. Dayhuff Development Inc.
4. 224 West 3rd Street: Restorations and repairs to existing overhang/awning, removal of antiquated lighted box signage, and replacement of smaller awning. Funding recommendation: \$6,083.68. Lewis & Clark Realty Inc.

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

Motion adopted.

Action 16-161

Moved by Commissioner Johnson, seconded by Commissioner Ferdig, to adjourn into Executive Session at 8:04 p.m. to discuss contractual matters under SDCL 1-25-2.

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

Motion adopted.

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

Roll Call: Present: Commissioners Carda, Ferdig, Gross, Hoffner, Johnson, Knoff, Maibaum, Miner,

and Sommer. City Attorney Den Herder and City Manager Nelson were also present. Absent: None. Quorum present.

Action 16-162

Moved by Commissioner Ferdig, seconded by Commissioner Johnson, to adjourn at 8:38 p.m.

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

Motion adopted.

C.N. Gross
Mayor

ATTEST:

Al Viereck
Finance Officer

Published May 19, 2016



WHEREAS, June 8 & 9, 2016 are the dates when Yankton Area Mental Wellness, Inc. will host the 18th Annual Yankton Regional Mental Wellness Conference at Mount Marty College in Yankton, South Dakota; and,

WHEREAS, the overall mission is “Caring For Self...Caring For Community” and the 2016 conference theme is “*Stepping Up With Mental Health Services*”, reflecting the need for holistic care which can be attained through collaboration between community services, educational systems and mental health treatment; and,

WHEREAS, the commitment to training and networking is evident in Yankton, a community that is extremely concerned about serving those in need, strives to educate students for future employment in healthcare and mental health, and represents a region rich in resources and professional expertise to educate others; and,

WHEREAS, Yankton Area Mental Wellness, Inc. and professionals from Yankton, from South Dakota, from the Midwest, and beyond, have joined forces to present a variety of sessions to educate conference participants with current information, available resources, a network of support, regional expertise, and professional credit;

NOW, THEREFORE, I, Charlie Gross, Mayor of Yankton, do hereby proclaim June 8 & 9, 2016, as

“YANKTON AREA MENTAL WELLNESS CONFERENCE DAYS”

in Yankton, South Dakota, and call upon the residents of this great city to join me in supporting mental wellness awareness.

May 23, 2016

Mayor Charlie Gross

May 23, 2016

Finance Officer Al Viereck



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 51, NUMBER 10

Commission Information Memorandum

The Yankton City Commission meeting on Monday, May 23, 2016, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Police Department Update

Yankton Police Department participated in the recent DEA Drug Take-Back, collecting 84 pounds of drugs. The collection was mailed out to the DEA on Tuesday May 3.

Members of the Yankton Police Department recently participated in a Lip sync contest as a fundraiser for the Sexual Assault Response Team. We have started a follow-up program with our victims of domestic violence, known as Advanced Advocacy. This program has been successful in other states in reducing these types of crimes.

Lt. Todd Brandt will be assisting the State with the development of a potential DUI court. This will be modeled over the Drug Court implemented a few years back.

Lt Mike Burgeson has been contacted regarding the Crisis Intervention Training we conduct in cooperation with Vermillion. This will be a consult with the State as well, to model the program.

Yankton Police Department along with other first responders were contacted to share our emergency response and security plan with parties in Utah. This was after the successful operation of the World Youth Archery Tournament.

2) Human Resources Update

Interviews were conducted the week of May 9 for the two open Sanitation/Truck Operator positions. Offers were made and accepted by Devin Gullikson and Logan Van Winkle. Both will be starting employment on May 30.

Ray Tweedy, Water Plant Superintendent, announced his retirement effective June 10. Ray has been with the City since February 1982. The position of Water Plant Superintendent is being advertised internally until May 18. If we do not receive applications from three qualified candidates, we will advertise externally.

Preston Crissy has been hired a patrol officer. Mr. Crissy is currently employed by the Bon Homme County Sheriff's Office.

3) Finance Update

The Finance Office is in the process of completing the annual renewal of restaurant licenses. Applications are due to Finance in the coming week and will become effective July 1, 2016 through June 30, 2017.

The Deputy Finance Officer will be attending the annual SD Governmental Finance Officers' School to be held at the Holiday Inn Convention Center in Spearfish on June 8-10, 2016.

Please see the enclosed Finance Monthly Report for April.

4) Parks and Recreation Department Update

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

5) Fire Department Update

Fire extinguisher training was provided to members of the Community Emergency Response Team (CERT) through the use of the mobile extinguisher trainer. This was part of their new recruit class.

New volunteer association officers have been elected to for the Yankton Fire Department. Mike Villanueva will serve as President, Toby Woehl as Vice President, Daniel Preadable as Secretary and Mike Fitzgerald as Treasurer. Outgoing officers are Tom Holmstrom as President, Mark Mauch as Vice President, John Kraft as Secretary and Matt Nighbert as Treasurer.

The Fire Department has designed and obtained new challenge coins. Each commissioner will be provided one at a future commission meeting.

The Yankton Fire Protection District received a new brush truck. This truck will be placed in service upon fully equipping and training on the new apparatus.

6) Community Development Update

The South Dakota Office of Emergency Management and the Federal Emergency Management Agency will be meeting with staff from the City of Yankton and Yankton County at 10:00 AM on June 15 at the Yankton County Government Center. FEMA has notified the City and County that they will be working over the next several years to update the Flood Insurance Rate Maps (FIRM Maps) for the City and County in an effort to help improve the hazard-related information that is used to determine Base Flood Elevations.

7) Information Services Update

The City's new bid / RFP page is live with our first project. <http://www.cityofyankton.org/how-do-i-/list-detail-pages/rfp-posts-list-copy> The new site allows for electronic distribution of plan sets. So far for the Maple Street project we have had seven (7) registered plan holders use the site. We are utilizing the survey feature of the site to create an electronic database of the plan holders to facilitate tracking interest in the project as well as automating the process to update interested parties to addenda. The database will also allow us to notify potential contractors that may have an interest in bidding on newly listed City projects.

8) Library Update

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

9) Public Works Department Update

The South Dakota Department of Environment and Natural Resources (DENR) has awarded a grant to the Vermillion Landfill to hold a waste tire collection. The City of Vermillion Landfill, Yankton Transfer Station, Beresford Restricted Use Site, and Elk Point Restricted Use Site will serve as tire drop off locations. This collection effort is to help prevent the possible spread of the Zika virus by removing tires that could contain standing water, thereby removing mosquito breeding ground. Customers that are serviced by these solid waste handling locations may drop off all types of tires.

Street Department crews continue to repair and replace curb on the streets scheduled for pavement maintenance and replacement this summer. Asphalt mat removal on 17th and Dakota in Summit Heights is anticipated to begin Monday May 23, 2016.

The floor and walls of the pit for the new scale at the Transfer Station have been poured. The remodel of the scale house also continues to progress as the new entrance and windows are being installed. Progress continues on the Highway 50 reconstruction project. More than half of the mainline storm sewer has been installed. The general contractor, D&G Construction, is making a push to complete the paving, through the Douglas Avenue intersection by Memorial Day. Significant work will need to be accomplished, by the underground contractor, in order for this deadline to be met.

The contractor on Douglas Avenue is making good progress. The new water main has been installed on nearly three quarters of the project. Masonry Components has completed the curb and gutter on the first phase of the project. They plan on waiting for all of the base course to be installed from 29th Street to 31st Street prior to starting the mainline paving. In the meantime, they will concentrate on installing sidewalk and driveway approaches behind the new curb.

The advertisement for Maple Street from 6th to 8th has been published with a bid opening for the project scheduled for June 14, 2016.

10) Environmental Services Update

Construction work is ready to begin on the Lift Station Project. Gridor Construction will begin grading work this week and set the dewatering pumps. Excavation will begin as soon as the site can be dewatered.

Welfl Construction continues to work on the Collector Well. They have completed the walls and will begin working on the roof.

Water Treatment plant design is 95% complete. Plans have been submitted to the South Dakota Department of Natural Resources for approval.

The design for the water fill station are 95% complete. Staff will be completing a final review of the plans. Advertisements for bids is scheduled to begin June 2.

11) Minutes

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

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

Sincerely,

Amy Nelson
City Manager

FINANCE MONTHLY REPORT

ACTIVITY	APRIL 2016	APRIL 2015	APR 2016 YTD	APR 2015 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	45,466	47,244	168,329	174,807
Water Billed	\$373,284.97	\$371,881.05	\$1,409,617.30	\$1,394,663.67
Basic Water Fee/Rate per 1000 ga	\$15.91/\$5.23	\$15.45/\$5.08		
Number of Accounts Billed	5,167	5,134	20,609	20,477
Number of Bills Mailed	5,167	5,134	20,609	20,477
Total Meters Read	5,568	5,570	22,228	22,257
Meter Changes/pulled	3	1	14	12
Total Days Meter Reading	1	1	4	4
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$279,497.23	\$269,217.62	\$1,067,772.78	\$1,037,900.87
Basic Sewer Fee/Rate per 1000 ga	\$8.79/\$5.32	\$8.37/\$5.06		
Solid Waste				
Solid Waste Billed	\$80,076.30	\$77,011.67	\$319,423.73	\$307,788.81
Basic Solid Waste Fee	\$17.13	\$16.63		
Total Utility Billing:	\$732,858.50	\$718,110.34	\$2,796,813.81	\$2,740,353.35
Adjustment Total:	(\$220.00)	(\$173.79)	(\$7,455.64)	(\$1,711.14)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	\$0.00	(\$93.79)	(\$6,525.64)	(\$881.14)
Penalty Adjustments OFF	(\$220.00)	(\$90.00)	(\$960.00)	(\$900.00)
Penalty Adjustments ON	\$0.00	\$10.00	\$30.00	\$70.00
New Accounts/Connects	60	65	195	176
Accounts Finaled/Disconnects	63	44	210	176
New Accounts Set up	7	4	12	15
Delinquent Notices	360	310	1544	1534
Doorknockers	178	142	543	542
Delinquent Call List	116	102	376	383
Notice of Termination Letters	13	20	44	62
Shut-off for Non-payment	6	7	21	21
Delinquent Notice Penalties	\$3,600.00	\$3,100.00	\$15,440.00	\$15,340.00
Doorknocker Penalties	\$1,780.00	\$1,420.00	\$5,430.00	\$5,420.00
Other Office Functions:				
Interest Income	\$15,482.92	\$7,487.75	\$49,529.93	\$23,598.09
Interest Rate-Checking Account	0.73%	0.43%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	166	171		
Payments Issued to Vendors	\$2,227,571.76	\$1,016,062.04	\$7,665,778.77	\$5,060,267.68
# of Employees on Payroll	216	215		
Monthly Payroll	\$383,071.76	\$372,407.16	\$1,614,481.65	\$1,722,990.56

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st - half of May information:

Fitness Classes-	
Early Bird Boot Camp class	41 participants
Power Abs	39 participants
Prime Time Senior class	27 participants
Tabata class	58 participants
Water aerobics	175 participants
Work-Out Express class	36 participants
Yoga classes	49 participants
Zumba class	23 participants

Rentals-	
o Birthday rentals-	7 parties
o SAC courts-	9 hours
o Theater-	72 hours
o Meeting rooms-	6 hours
o City Hall courts-	7 hours
o Capital Building-	7 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-	2,032 people
SAC memberships-	865
SAC attendance-	2,546 visits
New members-	21 people

Friday, May 6- Adult Coed Softball, Women's and Coed Sand Volleyball registrations due. 27 Coed Softball Teams. 12 Coed Sand Volleyball Teams. 11 Women's Sand Volleyball Teams.

The City of Yankton is applying to be "Capital for the Day" with the Governor's Office for a day in the summer of 2016.

Todd is working with the library on a "reading walk" project for the Meridian Bridge.

Todd is working with the United Way staff on a "parent/child activity walk" project for Fantle Memorial Park.

Todd, Brittany LaCroix, and Tracey Grotenhuis are working on the 2016 Ribfest event. Saturday, June 4, 2016. The event is going to expand and have music, food, and beer on Friday evening, June 3, also.

Todd and Brittany LaCroix are working on the 2016 Rockin' Rumble event. The event is expanding into Friday night also. Dates are July 22 and July 23.

Todd and Brittany LaCroix are working on an ADA Celebration event for Tuesday, July 26.

Todd and Brittany LaCroix are working on a new concert series for the summer season and the idea will be brought to the Commission the first meeting in June.

Yankton Area Arts has informed the City that they will not sponsor any musical groups in the amphitheater in the evening of July 4. City fireworks only on the night of July 4.

PARKS

The Parks Department received this Thank You from Chuck Turner with the school district:

Thanks for all your help with this project. We have planted 5 maple trees along the boulevard. Hartington Tree was a great help and Kyle helped select five different varieties to give us a mixture of fall colors. A lot of people complained to Paul Struck about removing those near dead trees. They were all pleased when he told them the trees would be replaced.

Thanks again,
Chuck Turner

The fountain in Westside Park is not working again this year. This is the 2nd year in-a-row that the fountain has stopped working shortly after it is placed in the water in the spring. Ace Hardware will be contacted and the fountain will be sent back in for warranty work.

The Parks Department prepared the Sertoma Park four-plex for the youth softball tournament on Saturday, May 7, and Sunday, May 8.

The Parks Department prepared Riverside Park for the Educational Festival on May 6.

The Parks Staff provided the Market at the Meridian with three picnic tables and six traffic cones for its first Saturday, May 7.

Parks Staff have been working overtime to keep up with the mowing since the full summer work crews have not started yet.

Parks Staff worked overtime on a couple of nights to put the fence back up on the west field at the Sertoma North ball fields during the week of May 9. In trying to keep up with the mowing and other projects, the staff did normal spring parks work during the normal day shift and then started on the fence project at Sertoma at 3:30pm. The Youth Baseball group had a tournament scheduled for the park and they wanted the west field for play on Saturday and Sunday, May 14 and 15.

The Parks Staff had to weld on post extensions to some of the fence posts at the west field of the two north ball fields. With the turf project, some areas of play were elevated by the fence posts and therefore the fences were no longer four feet high on the east side of the west field. Extensions were added to make all the foul line fences four feet tall.

Parks Staff worked overtime on a couple of nights to put the fence back up on the east field at the Sertoma North ball fields during the week of May 16. In trying to keep up with the mowing and other projects, the staff did normal spring parks work during the normal day shift and then started on the fence project at Sertoma at 3:30pm. The Youth Baseball group had a tournament scheduled for the park and they wanted the east field for play on Sunday, May 22.

Bow Creek Metal has begun to install the stainless steel backsplashes above the coreten steel planters along the Meridian Bridge as a part of Phase II of the Plaza Project. The Parks Staff sealed the capstones on the fountain prior to starting it up this spring. Items that need to be completed include plantings in the coreten steel planters and along the curb line of 2nd Street. Concrete pads need to be poured to allow for the Riverwalk Sculpture permanent pieces to be added to the Plaza area also.

The Parks Department prepared Sertoma Park for the youth baseball tournament on Saturday, May 14, and Sunday, May 15. There is also a baseball tournament at Sertoma Park on May 22.

The Parks Department is preparing Riverside Park for the SD Kayak Challenge to be held on Saturday, May 28.

The Parks Department has started to prepare the Fantle Memorial Pool for the summer swimming season in 2016. The pool will probably not be open by the advertised date of May 27. Along with the cool and wet weather so far this spring, there was a concrete blow out of some concrete on the slant leading to the deep end. This will have to be patched and allowed to dry. The water table is up also and there is water bleeding in through the floor and walls. Starting on May 18, there will be two days of caulking of all cracks and joints in the entire pool. The caulk will need a few days to dry. All the walls will be washed with TSP cleaner and then all the walls will be repainted. The black lines in the pool will be repainted also. There will need to be seven days of dry time after the painting is complete. Then the pool is ready to be filled with water. As it is filled, the pumps and filters are started up. After the water has filtered for a day or so, then the chemicals begin to be added until the chemicals are balanced in the water. At that point, the heaters for the pool water can be fired up and the water will be heated to approximately 80 degrees. The heating of the water takes a couple of days also.

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

TRAILS

Bob Wubben has been working to clean-up the low-water crossings on the Auld-Brokaw trail. The high flows in the creek have deposited mud, silt, and debris, on the low-water crossings. He has also been working to clean out the culvert pipes in the low-water crossings to allow for unblocked flow.

Yankton Community Library

Babysitting Clinic:

We are offering a babysitting clinic in partnership with Yankton County Extension. The dates are May 25-26, 10 a.m. to 4 p.m. both days. Participants will discuss safety, first aid and CPR, child development, nutrition, entertaining children, and the “business” of babysitting. Each participant receives a guide for the course and has the opportunity to put together a babysitting “goodie bag.”

Teen Tech Tutors:

Our last session for this school year is scheduled for May 21, 2-4 p.m.

Adult Coloring Time:

Our May sessions are the 21 and 22, from 2-4 p.m. both days.

Children’s Art Fest:

The library is participating in Children’s Art Fest on Tuesday, May 31, at Riverside Park. Participants can stop at our table and make a sports pennant and pick up information on the summer reading program.

Yankton Seed Library Classes:

We held our third class, Basic Garden Care, last week. There were 31 adults in attendance at their classes and 24 youth at their two classes. Everyone had the opportunity to take a tomato and pepper seedling. This week, we are opening the cabinet for two days and inviting all Seed Library members to take as many seed packets and seedlings as they want as our goal is to empty the cabinet.

Painting Project:

We should complete the painting project this week. Inmates are painting the meeting room and a professional painter is painting the columns around the shelving. We are well under budget. It was a great facelift for the building.

Memorial Day Closing:

The library is closed on Sunday/Monday, May 29-30, in celebration of Memorial Day. When we reopen on Tuesday, May 31, we will be operating on summer hours. They are:

- Monday/Tuesday: 9 a.m. to 8 p.m.
- Wednesday/Thursday: 9 a.m. to 6 p.m.
- Friday/Saturday: 9 a.m. to 5 p.m.
- Sunday: closed.

Publishing Dates: May 19 and May 26, 2016

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 1st day of June, 2016, 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 13th day of June, 2016 at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY OF TRANSPORT – TANKWAGON PETROLEUM PRODUCTS

Copies of the specifications may be obtained at the Office of the Manager of Public Works, 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: May 19, 2016

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Description	Yankton Transfer	Vermillion Landfill	Total Joint	4 Month Budget	Legal 2016 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	<u>\$332,490.76</u>	<u>\$232,770.92</u>	<u>\$565,261.68</u>	<u>\$524,053.33</u>	<u>\$1,572,160.00</u>
<i>Expenses:</i>					
Personal Services	79,148.46	99,115.57	178,264.03	202,829.00	608,487.00
Operating Expenses	78,701.66	96,929.93	175,631.59	246,457.33	739,372.00
Depreciation (est)	36,023.72	93,513.92	129,537.64	136,368.00	409,104.00
Trench Depletion	0.00	48,138.49	48,138.49	25,591.67	76,775.00
Closure/Postclosure Resrv	0.00	2,597.04	2,597.04	2,670.00	8,010.00
Amortization of Permit	0.00	340.21	340.21	353.33	1,060.00
<i>Total Operating Expenses</i>	<u>193,873.84</u>	<u>340,635.16</u>	<u>534,509.00</u>	<u>614,269.33</u>	<u>1,842,808.00</u>
<i>Non Operating Expense-Interest</i>	<u>0.00</u>	<u>11,951.86</u>	<u>11,951.86</u>	<u>23,081.67</u>	<u>69,245.00</u>
<i>Landfill Operating Income</i>	<u>138,616.92</u>	<u>(119,816.10)</u>	<u>18,800.82</u>	<u>(113,297.67)</u>	<u>(339,893.00)</u>
Joint Recycling Center					
<i>Total Revenue</i>	<u>33,686.22</u>	<u>43,469.48</u>	<u>77,155.70</u>	<u>92,513.33</u>	<u>277,540.00</u>
<i>Expenses:</i>					
Personal Services	6,706.37	54,108.06	60,814.43	79,648.00	238,944.00
Operating Expenses	11,759.40	19,120.35	30,879.75	52,107.67	156,323.00
Depreciation (est)	13,486.40	13,324.60	26,811.00	26,283.33	78,850.00
<i>Total Operating Expenses</i>	<u>31,952.17</u>	<u>86,553.01</u>	<u>118,505.18</u>	<u>158,039.00</u>	<u>474,117.00</u>
<i>Non Operating Expense-Interest</i>	<u>3,010.23</u>	<u>0.00</u>	<u>3,010.23</u>	<u>0.00</u>	<u>0.00</u>
<i>Recycling Operating Income</i>	<u>(1,276.18)</u>	<u>(43,083.53)</u>	<u>(44,359.71)</u>	<u>(65,525.67)</u>	<u>(196,577.00)</u>
<i>Total Operating Income</i>	<u>\$137,340.74</u>	<u>(\$162,899.63)</u>	<u>(\$25,558.89)</u>	<u>(\$178,823.33)</u>	<u>(\$536,470.00)</u>
Tonage in Trench:	<u>4/30/2015</u>	<u>4/30/2016</u>			
Asbestos	38.04	42.38	42.38	16.67	50.00
Centerville	95.88	86.02	86.02	110.00	330.00
Beresford	408.20	411.60	411.60	383.33	1,150.00
Clay County Garbage	3,219.83	3,913.72	3,913.72	4,033.33	12,100.00
Elk Point	322.75	321.89	321.89	366.67	1,100.00
Yankton County Garbage	6,789.68	7,029.09	7,029.09	7,333.33	22,000.00
<i>Total Tonage in Trench</i>	<u>10,874.38</u>	<u>11,804.70</u>	<u>11,804.70</u>	<u>12,243.33</u>	<u>36,730.00</u>
Operating Cost per ton			<u>\$46.29</u>	<u>\$52.06</u>	<u>\$52.06</u>

This report is based on the following:

Revenue accrual thru April 30, 2016

Expenses cash thru April 30, 2016 with May Bills

Joint Powers Solid Waste Authority
Financial Report Thru April 30, 2016

Description	Yankton Transfer	Vermillion Landfill	Total Joint	4 Month Budget	Legal 2016 Budget
Source of Funds					
<i>Beginning Balance</i>	\$224,362.00	\$587,584.00	\$811,946.00	\$811,946.00	\$811,946.00
<i>Operating Revenue:</i>					
Net Income	137,340.74	(162,899.63)	(25,558.89)	(178,823.33)	(536,470.00)
Depreciation	49,510.12	106,838.52	156,348.64	162,651.33	487,954.00
Trench Depletion	0.00	48,138.49	48,138.49	25,591.67	76,775.00
Amortization of Permit	0.00	340.21	340.21	353.33	1,060.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	125,000.00	375,000.00
Loan Proceeds	0.00	0.00	0.00	125,000.00	375,000.00
Contributed Capital	0.00	55.65	55.65	8,000.00	24,000.00
Sale Proceeds	0.00	0.00	0.00	1,666.67	5,000.00
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	674.74	402.98	1,077.72	833.33	2,500.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(152,572.07)	152,572.07	0.00	(10,786.67)	(32,360.00)
Joint Recycling Center	(11,827.40)	11,827.40	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>247,488.13</u>	<u>744,859.69</u>	<u>992,347.82</u>	<u>1,071,432.33</u>	<u>1,590,405.00</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	0.00	0.00	0.00	70,666.67	212,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	2,597.04	2,597.04	2,670.00	8,010.00
<i>Joint Recycling Center</i>					
Equipment	33,397.12	0.00	33,397.12	277,166.67	831,500.00
<i>Payment Principal</i>	9,000.16	15,367.35	24,367.51	52,779.67	158,339.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>42,397.28</u>	<u>17,964.39</u>	<u>60,361.67</u>	<u>403,283.00</u>	<u>1,209,849.00</u>
<i>Ending Balance</i>	<u>\$205,090.85</u>	<u>\$726,895.30</u>	<u>\$931,986.15</u>	<u>\$668,149.33</u>	<u>\$380,556.00</u>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	4 Month Budget	Legal 2016 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$2,754.69	\$2,754.69	\$1,333.33	\$4,000.00
Elk Point	0.00	14,968.01	14,968.01	16,500.00	\$49,500.00
Centerville	0.00	4,000.00	4,000.00	4,950.00	14,850.00
Bon Homme	0.00	0.00	0.00	0.00	0.00
Union County	0.00	0.00	0.00	0.00	0.00
Beresford	0.00	19,139.61	19,139.61	17,250.00	51,750.00
Clay County Garbage	0.00	199,485.23	199,485.23	191,500.00	574,500.00
Compost-Yd Waste-Wood	0.00	1,172.63	1,172.63	666.67	2,000.00
Contaminated Soil	0.00	751.70	751.70	166.67	500.00
White Goods	0.00	1,374.31	1,374.31	2,500.00	7,500.00
Tires	0.00	960.40	960.40	833.33	2,500.00
Electronics	0.00	1,056.40	1,056.40	500.00	1,500.00
Other Revenue	5,326.65	1,307.63	6,634.28	2,533.33	7,600.00
Less Recycling Tipping Fee	(20,452.02)	(14,199.69)	(34,651.71)	(36,346.67)	(109,040.00)
Cash long	(0.25)	0.00	(0.25)	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	12,794.24	0.00	12,794.24	16,666.67	50,000.00
Transfer Fees	334,822.14	0.00	334,822.14	305,000.00	915,000.00
Total Revenue	332,490.76	232,770.92	565,261.68	524,053.33	1,572,160.00
<i>Expenses: (cash)</i>					
Personal Services	79,148.46	99,115.57	178,264.03	202,829.00	608,487.00
Insurance	13,528.55	0.00	13,528.55	9,017.33	27,052.00
Professional Service/Fees	2,212.92	3,924.93	6,137.85	19,000.00	57,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	5,000.00	15,000.00
State Fees	0.00	11,804.70	11,804.70	12,226.67	36,680.00
Professional - Legal/Audit	0.00	0.00	0.00	83.33	250.00
Publishing & Advertising	58.58	323.66	382.24	433.33	1,300.00
Rental	0.00	0.00	0.00	166.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	1,732.93	18,358.39	20,091.32	15,333.33	46,000.00
Motor vehicle repair	0.00	1,302.79	1,302.79	7,666.67	23,000.00
Vehicle fuel & maintenance	37,040.51	8,279.55	45,320.06	79,666.67	239,000.00
Equip, Mat'l & Labor	3,514.22	0.00	3,514.22	4,000.00	12,000.00
Building repair	9,986.40	1,236.30	11,222.70	6,333.33	19,000.00
Facility repair & maintenance	0.00	1,358.42	1,358.42	8,333.33	25,000.00
Postage	170.85	1.72	172.57	250.00	750.00
Office supplies	239.45	266.08	505.53	1,000.00	3,000.00
Copy supplies	33.62	20.55	54.17	100.00	300.00
Uniforms	55.93	1,369.95	1,425.88	1,500.00	4,500.00
Small Tools & Hardware	58.53	0.00	58.53	83.33	250.00
Travel & Training	0.00	1,067.06	1,067.06	1,666.67	5,000.00
Operating supply	552.38	38,539.64	39,092.02	50,866.67	152,600.00
Electricity	2,146.21	5,073.66	7,219.87	8,733.33	26,200.00
Heating Fuel - Gas	6,020.77	3,337.30	9,358.07	12,333.33	37,000.00
Water	580.54	139.80	720.34	1,000.00	3,000.00
WW service	336.32	0.00	336.32	566.67	1,700.00
Landfill	68.52	0.00	68.52	66.67	200.00
Telephone	364.43	525.43	889.86	1,030.00	3,090.00
Depreciation (est)	36,023.72	93,513.92	129,537.64	136,368.00	409,104.00
Trench Depletion		48,138.49	48,138.49	25,591.67	76,775.00
Closure/Postclosure Resrv		2,597.04	2,597.04	2,670.00	8,010.00
Amortization of Permit		340.21	340.21	353.33	1,060.00
Total Op Expenses	193,873.84	340,635.16	534,509.00	614,269.33	1,842,808.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	4 Month Budget	Legal 2016 Budget
<i>Non Operating Expense-Interest</i>	0.00	11,951.86	11,951.86	23,081.67	69,245.00
<i>Operating Income (Loss)</i>	\$138,616.92	(\$119,816.10)	\$18,800.82	(\$113,297.67)	(\$339,893.00)
<i>Capital:</i>					
Capital Outlay	\$0.00	\$0.00	\$0.00	\$70,666.67	\$212,000.00
Landfill Development	0.00	0.00	0.00	16,666.67	\$50,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$0.00	\$0.00	\$0.00	\$87,333.33	\$262,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$125,000.00	\$375,000.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$1,666.67	\$5,000.00
<i>Cash Flow Transfer</i>	(\$152,572.07)	\$152,572.07	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		42.38	42.38	16.67	50.00
Beresford		411.60	411.60	383.33	1,150.00
Centerville Garbage		86.02	86.02	110.00	330.00
Clay County Garbage		3,913.72	3,913.72	4,033.33	12,100.00
Elk Point		321.89	321.89	366.67	1,100.00
Yankton County Garbage		7,029.09	7,029.09	7,333.33	22,000.00
<i>Total Tonage in Trench</i>		11,804.70	11,804.70	12,243.33	36,730.00
Operating Cost per ton			\$46.29	\$52.06	\$52.06

Joint Recycling Center	Yankton	Vermillion	Total	4 Month	Legal
Description	Transfer	Center	Joint	Budget	2016 Budget
<i>Revenue:</i>					
Tipping Fees	\$20,452.02	14,199.69	\$34,651.71	36,346.67	\$109,040.00
Magazines	0.00	0.00	0.00	2,833.33	8,500.00
Metal/Tin	1,406.80	1,116.50	2,523.30	3,333.33	10,000.00
Plastic	0.00	4,914.09	4,914.09	10,666.67	32,000.00
Aluminum	2,966.30	7,937.05	10,903.35	11,666.67	35,000.00
Newsprint	3,192.38	2,519.98	5,712.36	5,666.67	17,000.00
Cardboard	5,668.72	8,480.55	14,149.27	16,333.33	49,000.00
High Grade Paper	0.00	2,997.79	2,997.79	5,000.00	15,000.00
Other Material	0.00	1,303.83	1,303.83	666.67	2,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	33,686.22	43,469.48	77,155.70	92,513.33	277,540.00
<i>Expenses:</i>					
Personal Services	6,706.37	54,108.06	60,814.43	79,648.00	238,944.00
Insurance	215.10	204.50	419.60	757.67	2,273.00
Professional Service/Fees	0.00	0.00	0.00	6,666.67	20,000.00
Hazardous Waste Collection	0.00	936.13	936.13	10,833.33	32,500.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	350.05	350.05	833.33	2,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	1,392.54	1,392.54	4,083.33	12,250.00
Vehicle repair & maintenance	0.00	0.00	0.00	333.33	1,000.00
Vehicle fuel	1,264.06	796.35	2,060.41	4,566.67	13,700.00
Building repair & maintenance	138.95	780.20	919.15	1,166.67	3,500.00
Postage	0.00	0.53	0.53	216.67	650.00
Freight	0.00	630.00	630.00	666.67	2,000.00
Office supplies	35.49	139.70	175.19	333.33	1,000.00
Uniforms	0.00	113.95	113.95	250.00	750.00
Materials Purchases	0.00	1,329.75	1,329.75	2,833.33	8,500.00
Travel & Training	0.00	956.08	956.08	500.00	1,500.00
Operating Supplies	0.00	6,092.39	6,092.39	3,333.33	10,000.00
Copy Supply	0.00	20.55	20.55	116.67	350.00
Electricity	0.00	2,002.56	2,002.56	1,833.33	5,500.00
Heating Fuel-Gas	0.00	1,191.47	1,191.47	1,833.33	5,500.00
Water	0.00	123.42	123.42	183.33	550.00
WW service	0.00	549.19	549.19	333.33	1,000.00
Telephone	0.00	264.00	264.00	266.67	800.00
Revenue Sharing	0.00	1,246.99	1,246.99	3,666.67	11,000.00
Transportation to Vermillion	1,440.00	0.00	1,440.00	1,500.00	4,500.00
Processing Recyclables	8,665.80	0.00	8,665.80	5,000.00	15,000.00
Depreciation (est)	13,486.40	13,324.60	26,811.00	26,283.33	78,850.00
Total Op Expenses	31,952.17	86,553.01	118,505.18	158,039.00	474,117.00
<i>Non Operating Expense-Interest</i>	3,010.23	0.00	3,010.23	0.00	0.00
Operating Income (Loss)	(\$1,276.18)	(\$43,083.53)	(\$44,359.71)	(\$65,525.67)	(\$196,577.00)
Capital Outlay	\$33,397.12	\$0.00	\$33,397.12	\$277,166.67	\$831,500.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	(\$11,827.40)	\$11,827.40	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru April 30, 2016

Expenses cash thru April 30, 2016 with May Bills

2016 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	27,219.60	(37,872.18)	(10,652.58)	2,453.74	51.32	623.65	(6,724.34)	(6,100.69)	27,843.25	(44,596.52)	(16,753.27)
February	24,442.56	(16,927.43)	7,515.13	2,801.55	46.48	(2,489.50)	(15,845.95)	(18,335.45)	21,953.06	(32,773.38)	(10,820.32)
Subtotal	51,662.16	(54,799.61)	(3,137.45)	5,255.29	51.02	(1,865.85)	(22,570.29)	(24,436.14)	49,796.31	(77,369.90)	(27,573.59)
March	30,670.81	(22,367.55)	8,303.26	3,195.68	44.06	1,710.56	(12,788.54)	(11,077.98)	32,381.37	(35,156.09)	(2,774.72)
Subtotal	82,332.97	(77,167.16)	5,165.81	8,450.97	48.38	(155.29)	(35,358.83)	(35,514.12)	82,177.68	(112,525.99)	(30,348.31)
April	56,283.95	(30,697.08)	25,586.87	3,353.73	41.02	1,889.34	(7,724.70)	(5,835.36)	58,173.29	(38,421.78)	19,751.51
Subtotal	138,616.92	(107,864.24)	30,752.68	11,804.70	46.29	1,734.05	(43,083.53)	(41,349.48)	140,350.97	(150,947.77)	(10,596.80)

5/4/2016

City of Yankton Transfer Station
Recap of Customer Tonnage

Date	City	Licensed Haulers							Sub-Total	All Other	Total Transfer	Recycling
	Compactors (577)	Bartunek (587)	Janssen (547)	Arts (586)	Fischer (590)	Independence (627)	Loren Fischer (648)	Kortan (673)				Plastic Tonnage
January 2015	228.32	0.00	537.70	380.58	44.72	0.00	50.18	3.33	1,016.51	255.24	1,500.07	4.91
February 2015	188.52	0.00	476.61	351.74	32.51	0.00	47.29	6.86	915.01	215.54	1,319.07	3.91
March 2015	219.10	0.00	577.32	455.17	44.54	0.00	50.43	7.15	1,134.61	294.01	1,647.72	4.66
April 2015	235.49	0.00	609.05	540.52	41.41	0.00	51.08	4.03	1,246.09	654.13	2,135.71	4.88
May 2015	236.92	0.00	654.70	529.94	37.37	0.00	62.42	4.08	1,288.51	286.48	1,811.91	5.81
June 2015	246.19	0.00	664.97	528.54	56.29	6.41	58.67	10.10	1,324.98	326.95	1,898.12	5.30
July 2015	268.28	0.00	812.20	538.36	47.21	1.45	67.02	3.24	1,469.48	380.13	2,117.89	6.08
August 2015	258.02	0.00	733.79	513.07	42.35	0.00	70.36	8.20	1,367.77	324.92	1,950.71	5.06
September 2015	252.89	0.00	666.62	490.70	54.08	0.00	46.02	7.43	1,264.85	340.81	1,858.55	5.05
October 2015	232.03	0.00	706.02	514.42	45.91	0.00	45.48	8.08	1,319.91	399.76	1,951.70	5.95
November 2015	223.63	0.00	583.04	384.68	52.06	0.00	47.80	10.78	1,078.36	287.15	1,589.14	3.38
December 2015	263.45	0.00	568.04	433.13	54.97	0.00	48.53	10.03	1,114.70	252.49	1,630.64	5.98
2015 Total	2,852.84	0.00	7,590.06	5,660.85	553.42	7.86	645.28	83.31	14,540.78	4,017.61	21,411.23	60.97
January 2016	204.72	0.00	506.69	368.30	53.23	0.00	46.55	7.51	982.28	238.64	1,425.64	3.88
February 2016	206.87	0.00	495.25	333.19	49.59	0.00	58.99	6.40	943.42	302.26	1,452.55	4.63
March 2016	238.82	0.00	589.39	463.33	61.55	0.00	19.86	6.91	1,141.04	392.93	1,772.79	4.61
April 2016	228.62	0.00	591.17	496.82	66.85	0.00	66.59	8.67	1,230.10	707.64	2,166.36	4.64
2016 Total	879.03	0.00	2,182.50	1,661.64	231.22	0.00	191.99	29.49	4,296.84	1,641.47	6,817.34	17.76
										Total Tons	2,166.36	
										X \$3	3.00	
										Recycling Fee	6,499.08	

CITY OF VERMILLION
LANDFILL TONS

	2016	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2016 Tons
\$45.00 PER TON	Jan	254.19	90.52	74.58	37.07	72.35	229.36	20.45	90.07	106.39	974.98
	Feb	286.52	110.84	33.01	39.74	78.20	244.08	20.34	98.28	418.45	1329.46
	Mar	329.04	119.55	44.85	40.83	92.35	284.77	22.63	112.78	281.11	1327.91
	April	359.13	101.87	30.15	39.65	78.99	252.37	22.60	110.47	148.03	1143.26
	May										0.00
	June										0.00
	July										0.00
	Aug										0.00
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
			----- 1228.88 =====	----- 422.78 =====	----- 182.59 =====	----- 157.29 =====	----- 321.89 =====	----- 1010.58 =====	----- 86.02 =====	----- 411.60 =====	----- 953.98 =====
	2015	Independence Waste	Fischer Disposal		Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2015 Tons
\$40.00 PER TON	Jan	268.49	113.11		41.76	82.53	199.71	26.77	106.70	123.70	962.77
	Feb	230.93	109.12		39.98	68.24	187.06	21.79	79.56	52.29	788.97
	Mar	308.67	129.33		43.59	88.90	232.92	24.11	107.68	143.52	1078.72
	April	368.21	140.64		46.81	83.08	257.99	23.21	114.26	220.04	1254.24
	May	461.23	157.80		52.20	86.49	313.58	26.12	101.75	180.49	1379.66
	June	429.91	145.53		42.30	95.93	320.00	24.61	128.88	314.60	1501.76
	July	351.03	158.78		51.73	88.68	337.56	18.62	132.18	210.85	1349.43
	Aug	419.10	179.45		49.66	95.58	296.77	21.99	132.40	267.08	1462.03
	Sept	422.71	131.50		43.49	93.64	309.29	27.96	94.83	260.80	1384.22
	Oct	390.49	131.96		41.76	85.17	313.89	26.16	115.37	226.32	1331.12
	Nov	322.64	137.95		43.33	94.97	312.82	22.26	116.57	140.95	1191.49
	Dec	320.63	120.50		43.10	100.68	285.57	20.41	108.45	292.08	1291.42
			----- 4294.04 =====	----- 1655.67 =====	----- 0.00 =====	----- 539.71 =====	----- 1063.89 =====	----- 3367.16 =====	----- 284.01 =====	----- 1338.63 =====	----- 2432.72 =====

2016 YPD Activity Report

	JAN	FEB	MAR	APR	TOTAL
Police Incidents	948	902	949	985	3784
Sheriff Incidents	187	115	140	172	614
Ambulance Calls	21	19	26	6	72
Fire/Hazmat Calls	1	8	0	1	10
Foreign Aid Calls	9	9	12	0	30
Alarms	15	18	20	1	54
Animals Impounded	8	8	5	10	31
Animals Claimed	8	6	4	9	27
Animals Disposed	0	1	0	1	2
State Reportable Accident	17	14	11	17	59
Non Reportable Accident/H&R	45	6	24	15	90
****Signal 1 Injury Accidents	1	5	3	5	14
**** # Persons Injured	1	5	2	6	14
****Fatalities	0	0	0	0	0
****Pedestrian Accident	0	0	0	0	0

2016
Citations
Yankton Police Dept.

	JAN	FEB	MAR	APR	Yankton TOTAL
DUI	8	8	19	17	52
DUR	8	5	4	3	20
Sus. Exp. Unl. Driver	32	24	16	20	92
Careless Driving	3	2	0	2	7
Exhibition Driving	1	1	2	3	7
Speeding	23	21	15	24	83
Stop Sign, Red Light Violation	7	7	5	7	26
Improper Turning	1	1	0	0	2
Yield Right of Way	2	0	0	0	2
Open Container	3	3	1	2	9
MIC (17 yoa or under)	5	6	0	6	17
Cons. Underage (18-20 yoa)	0	2	3	0	5
Liquor Violations/ Furnishing to Minor	0	0	1	1	2
Misd. Drug Citations/Poss. Drug Paraph.	23	18	19	5	65
Tobacco Violations	3	0	1	0	4
(Juvenile) Petty Theft 2nd Degree under \$400.00	4	0	3	4	11
(Juvenile) Intentional Damage to Property under \$400.00	0	0	0	0	0
Other Violations	33	24	33	21	111
Total Traffic Violation	156	122	122	115	515

2016
Adult Arrest

	<i>JAN</i>	<i>FEB</i>	<i>MAR</i>	<i>APR</i>	<i>TOTAL</i>
Murder	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Burglary	0	0	0	0	0
Assault/Aggravated	0	1	2	0	3
Assault/Simple	6	1	0	2	9
Crimes Against Family & Domestic Violence	4	3	5	4	16
Disorderly Conduct	0	1	0	0	1
Sexual Contact Sex Offenses	0	0	1	0	1
Theft Petty	3	5	6	5	19
Theft Grand	0	0	0	0	0
Theft Auto	0	0	0	0	0
Forgery & Counterfeit	1	0	0	0	1
Fraud	0	0	0	0	0
Embezzlement	0	0	0	0	0
Int. Damage	1	0	0	3	4
Narcotic Drug Charges	44	31	38	28	141
Liquor Arrests	0	0	0	0	0
Weapons Violations	0	0	0	0	0
Warrants	28	23	17	20	88
Protective Custody	0	0	0	0	0
All Other Offenses	39	27	26	36	128
Total Adult Arrests	126	92	95	98	411

2016
Juvenile Arrests

	<i>JAN</i>	<i>FEB</i>	<i>MAR</i>	<i>APR</i>	<i>TOTAL</i>
CURFEW	2	0	1	1	4
Runaway	0	0	2	1	3
Murder	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Burglary	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Simple Assault	0	0	0	1	1
Crimes Against Family & Domestic Violence	0	0	0	0	0
Disorderly Conduct /Disturbance School	0	0	1	6	7
Sexual Contact / Sex Offenses	0	0	0	0	0
Theft Petty	0	0	0	0	0
Theft Grand	0	0	0	0	0
Theft Auto	0	0	0	0	0
Forgery & Counterfeiting	0	0	0	0	0
Fraud	0	0	0	0	0
Embezzlement	0	0	0	0	0
Int. Damage	0	0	0	0	0
Narcotic Drug Charges	2	2	1	3	8
Liquor Arrests	0	0	0	0	0
Weapons Violations	1	0	0	0	1
All Other Offenses	2	0	2	1	5
Total Juvenile Arrests	7	2	7	13	29

Yankton Taxable Sales and Sales Tax Receipts Due

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

	2013	2014	2015	2016		
	Total Tax Due	Total Tax Due	Total Tax Due	Total Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$803,970	\$791,085	\$849,976	\$898,888	5.75%	5.75%
Feb	\$667,040	\$677,988	\$707,902	\$720,155	1.73%	3.93%
Mar	\$603,969	\$627,566	\$655,013	\$716,110	9.33%	5.52%
Apr	\$681,497	\$707,315	\$800,120	\$764,378	-4.47%	2.87%
May	\$674,568	\$718,112	\$753,514			
Jun	\$763,292	\$799,073	\$791,322			
Jul	\$774,483	\$792,980	\$862,407			
Aug	\$773,640	\$790,874	\$863,864			
Sep	\$740,484	\$792,137	\$819,745			
Oct	\$689,389	\$731,977	\$772,673			
Nov	\$690,990	\$748,292	\$782,979			
Dec	\$673,129	\$724,760	\$762,457			
Totals	\$8,536,449	\$8,902,158	\$9,421,973			

Top Ten First Class Cities Plus Vermillion

Accum. YTD Through April

Cities	2015	2016	
	Total Tax Due	Total Tax Due	Accum. % Diff.
Sioux Falls	\$40,218,195	\$41,591,297	3.41%
Rapid City	\$18,367,937	\$19,177,696	4.41%
Aberdeen	\$5,867,252	\$5,866,947	-0.01%
Watertown	\$4,945,499	\$4,871,485	-1.50%
Brookings	\$4,417,436	\$4,682,137	5.99%
Mitchell	\$3,770,500	\$3,785,950	0.41%
Yankton	\$3,013,011	\$3,099,531	2.87%
Pierre	\$2,608,157	\$2,786,561	6.84%
Spearfish	\$2,416,104	\$2,465,646	2.05%
Huron	\$2,232,494	\$2,223,892	-0.39%
Vermillion	\$1,167,799	\$1,300,687	11.38%
Totals	\$89,024,383	\$91,851,829	3.18%

Yankton Taxable Sales and Sales Tax Receipts Due

Yankton Sales Tax (first and second penny combined)

	2013		2014		2015		2016			
	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	\$37,975,864	\$759,517	\$37,222,598	\$749,786	\$40,005,454	\$800,502	\$42,469,953	\$850,457	6.24%	6.24%
Feb	\$31,106,888	\$622,432	\$31,648,729	\$633,225	\$32,859,742	\$657,372	\$33,620,236	\$672,805	2.35%	4.49%
Mar	\$28,413,833	\$568,601	\$29,513,045	\$590,302	\$30,707,640	\$614,617	\$33,071,639	\$666,827	8.49%	5.67%
Apr	\$31,915,469	\$639,046	\$33,273,180	\$665,480	\$37,554,403	\$753,857	\$35,814,797	\$717,021	-4.89%	2.86%
May	\$31,573,207	\$633,473	\$33,625,222	\$673,896	\$35,318,461	\$707,146				
Jun	\$35,708,654	\$716,545	\$37,414,702	\$751,694	\$36,810,258	\$738,560				
Jul	\$36,005,958	\$725,367	\$37,128,737	\$742,737	\$40,178,479	\$805,573				
Aug	\$36,025,816	\$723,758	\$36,766,985	\$735,478	\$39,861,102	\$800,036				
Sep	\$34,203,905	\$685,152	\$36,546,490	\$732,052	\$38,022,599	\$760,707				
Oct	\$32,220,242	\$645,418	\$34,256,554	\$685,536	\$36,110,867	\$723,851				
Nov	\$32,391,016	\$648,186	\$35,037,059	\$700,923	\$36,658,409	\$733,577				
Dec	\$31,627,094	\$632,786	\$34,102,170	\$682,094	\$35,915,704	\$720,336				
Totals	\$399,167,946	\$8,000,282	\$416,535,470	\$8,343,204	\$440,003,118	\$8,816,135				

Yankton BBB Sales Tax

	2013		2014		2015		2016			
	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	\$4,363,197	\$43,632	\$4,129,855	\$41,299	\$4,947,368	\$49,474	\$4,843,075	\$48,431	-2.11%	-2.11%
Feb	\$4,460,829	\$44,608	\$4,476,315	\$44,763	\$5,052,952	\$50,530	\$4,734,979	\$47,350	-6.29%	-4.22%
Mar	\$3,534,845	\$35,367	\$3,726,348	\$37,263	\$4,039,693	\$40,397	\$4,928,340	\$49,283	22.00%	3.32%
Apr	\$4,245,144	\$42,451	\$4,183,524	\$41,835	\$4,626,338	\$46,263	\$4,735,739	\$47,357	2.36%	3.08%
May	\$4,106,453	\$41,095	\$4,421,539	\$44,215	\$4,636,808	\$46,368				
Jun	\$4,674,657	\$46,747	\$4,737,920	\$47,379	\$5,276,114	\$52,761				
Jul	\$4,911,557	\$49,116	\$5,024,248	\$50,242	\$5,681,807	\$56,834				
Aug	\$4,988,180	\$49,882	\$5,539,603	\$55,396	\$6,266,342	\$63,828				
Sep	\$5,533,114	\$55,331	\$5,946,973	\$60,085	\$5,903,828	\$59,038				
Oct	\$4,397,092	\$43,971	\$4,644,113	\$46,441	\$4,882,161	\$48,822				
Nov	\$4,280,393	\$42,804	\$4,736,866	\$47,367	\$4,940,215	\$49,402				
Dec	\$4,034,290	\$40,343	\$4,266,560	\$42,665	\$4,212,060	\$42,121				
Totals	\$53,529,751	\$535,347	\$55,833,864	\$558,952	\$60,465,686	\$605,837				

Municipal Tax Due for Returns Filed in April 2016 and 2015

CITY	2016	2015	% Change	CITY	2016	2015	% Change
Sioux Falls	10,827,051.93	10,434,058.99	3.77	Rapid City	4,753,289.12	4,615,189.90	2.99
Aberdeen	1,522,192.82	1,483,878.55	2.58	Watertown	1,247,445.31	1,194,136.18	4.46
Brookings	1,197,667.71	1,223,087.71	-2.08	Mitchell	955,140.17	916,310.82	4.24
Yankton	764,378.09	800,120.13	-4.47	Pierre	686,483.60	633,585.49	8.35
Huron	621,285.87	585,267.24	6.15	Spearfish	610,125.39	632,251.53	-3.50

CITY	2016	2015	%	CITY	2016	2015	%	CITY	2016	2015	%
Akaska	936.56	1,218.12	-23.11	Crooks	12,792.11	11,328.33	12.92	Hosmer	4,699.27	3,826.82	22.80
Alcester	20,043.34	7,363.12	172.21	Custer	87,502.30	85,505.69	2.34	Hot Springs	129,120.57	119,092.00	8.42
Alexandria	13,547.71	11,038.57	22.73	Dallas	2,236.00	2,367.72	-5.56	Hoven	23,268.48	21,196.89	9.77
Alpena	9,228.45	20,724.62	-55.47	Davis	500.46	944.57	-47.02	Howard	29,801.07	36,357.48	-18.03
Andover	989.73	1,086.41	-8.90	De Smet	44,802.33	37,471.64	19.56	Hudson	11,780.61	8,000.64	47.25
Arlington	70,912.75	48,648.03	45.77	Deadwood	222,493.74	209,955.74	5.97	Humboldt	12,514.29	13,954.70	-10.32
Armour	20,374.78	17,691.73	15.17	Dell Rapids	93,783.40	78,032.27	20.19	Hurley	4,434.88	4,732.68	-6.29
Artesian	1,580.02	1,812.44	-12.82	Delmont	5,160.71	3,667.28	40.72	Interior	1,891.90	2,491.34	-24.06
Ashton	932.97	1,151.42	-18.97	Dimock	2,181.18	1,821.87	19.72	Ipswich	34,286.33	36,631.00	-6.40
Astoria	1,231.63	508.95	141.99	Doland	7,156.00	5,072.48	41.07	Irene	15,528.55	10,102.68	53.71
Aurora	10,051.80	4,412.64	127.80	Dupree	5,048.17	4,754.30	6.18	Iroquois	1,748.19	2,963.76	-41.01
Avon	13,591.55	13,963.54	-2.66	Eagle Butte	34,831.37	45,725.82	-23.83	Isabel	5,934.53	9,470.86	-37.34
Baltic	14,185.39	10,673.92	32.90	Eden	1,601.24	1,348.32	18.76	Java	985.37	2,053.27	-52.01
Belle Fourche	228,190.70	213,149.91	7.06	Edgemont	21,078.17	18,999.93	10.94	Jefferson	8,354.27	7,891.90	5.86
Belvidere	762.91	823.38	-7.34	Egan	3,336.71	2,558.41	30.42	Kadoka	20,307.56	20,050.75	1.28
Beresford	75,789.69	70,633.20	7.30	Elk Point	48,566.22	39,042.27	24.39	Kennebec	12,860.63	3,685.68	248.94
Big Stone City	22,711.85	45,262.75	-49.82	Elkton	16,063.76	14,192.18	13.19	Keystone	14,183.32	15,777.63	-10.10
Bison	25,956.50	78,246.36	-66.83	Emery	10,445.80	10,988.74	-4.94	Kimball	24,059.33	25,257.84	-4.75
Blunt	3,952.80	2,559.93	54.41	Estelline	13,308.89	8,974.23	48.30	Kranzburg	1,837.30	2,187.43	-16.01
Bonesteel	5,996.80	5,777.49	3.80	Ethan	15,817.31	16,223.96	-2.51	La Bolt	344.49	392.31	-12.19
Bowdle	11,387.99	12,944.82	-12.03	Eureka	27,918.37	28,423.11	-1.78	Lake Andes	15,889.89	12,132.91	30.97
Box Elder	130,244.76	121,006.86	7.63	Fairfax	2,338.09	3,369.12	-30.60	Lake Norden	18,596.76	14,413.68	29.02
Brandon	261,428.81	227,739.63	14.79	Fairview	552.21	682.91	-19.14	Lake Preston	12,763.49	13,270.51	-3.82
Brandt	1,359.93	1,544.01	-11.92	Faith	19,166.96	17,236.01	11.20	Langford	5,442.37	4,272.58	27.38
Bridgewater	5,899.54	6,856.41	-13.96	Faulkton	25,273.71	25,938.71	-2.56	Lead	58,866.12	59,757.41	-1.49
Bristol	5,761.69	4,951.66	16.36	Flandreau	58,106.65	49,478.54	17.44	Lemmon	59,863.74	66,439.98	-9.90
Britton	68,526.27	46,015.76	48.92	Florence	3,092.73	4,993.67	-38.07	Lennox	45,376.03	46,578.67	-2.58
Bruce	3,136.17	2,320.35	35.16	Fort Pierre	113,566.66	94,915.94	19.65	Leola	7,107.06	8,407.05	-15.46
Bryant	11,423.41	11,823.91	-3.39	Frankfort	1,824.68	1,651.17	10.51	Lesterville	7,066.74	2,266.81	211.75
Buffalo	12,039.99	14,897.71	-19.18	Frederick	1,835.31	2,392.06	-23.27	Letcher	2,991.72	2,502.07	19.57
Buffalo Chip	4,956.12		0.00	Freeman	50,839.29	47,557.44	6.90	Madison	249,542.76	267,493.55	-6.71
Burke	25,314.69	23,002.79	10.05	Garretson	25,916.67	29,061.67	-10.82	Marion	38,249.11	23,299.17	64.17
Camp Crook	757.80	496.93	52.50	Gary	6,524.41	3,425.88	90.44	Martin	39,958.29	41,097.76	-2.77
Canistota	14,715.57	31,487.75	-53.27	Gayville	4,101.64	5,156.68	-20.46	McIntosh	3,690.53	2,821.41	30.80
Canova	2,117.10	2,423.04	-12.63	Geddes	4,646.75	3,903.02	19.06	McLaughlin	5,998.83	4,949.82	21.19
Canton	115,540.42	89,717.60	28.78	Gettysburg	64,006.69	42,290.20	51.35	Mellette	3,740.39	3,444.27	8.60
Carthage	3,914.15	4,118.83	-4.97	Glenham	1,676.76	1,617.82	3.64	Menno	19,486.00	18,355.29	6.16
Castlewood	10,974.31	5,364.74	104.56	Gregory	51,669.19	60,384.88	-14.43	Midland	7,839.75	5,728.49	36.86
Cavour	1,532.01	1,984.17	-22.79	Grenville	1,164.45	898.01	29.67	Milbank	197,446.04	178,096.28	10.86
Centerville	14,785.72	13,587.23	8.82	Groton	40,477.64	38,831.32	4.24	Miller	76,229.79	67,432.76	13.05
Central City	5,115.69	4,033.81	26.82	Harrisburg	86,410.84	75,400.01	14.60	Mission	35,208.81	39,847.95	-11.64
Chamberlain	111,706.27	104,758.49	6.63	Harrod	4,964.70	5,138.28	-3.38	Mobridge	143,082.07	143,642.16	-0.39
Chancellor	4,490.92	5,206.47	-13.74	Hartford	66,125.51	63,710.39	3.79	Monroe	818.48	1,664.64	-50.83
Clark	38,074.73	30,012.73	26.86	Hayti	5,509.36	6,938.45	-20.60	Montrose	5,727.67	5,530.25	3.57
Clear Lake	40,643.72	38,610.27	5.27	Hazel	803.57	791.35	1.54	Morristown	633.60	1,382.00	-54.15
Colman	15,562.20	16,042.97	-3.00	Hecla	3,573.14	5,271.23	-32.21	Mound City	1,755.16	1,028.01	70.73
Colome	5,722.80	5,214.19	9.75	Henry	3,366.88	1,446.42	132.77	Mount Vernon	5,789.86	5,161.68	12.17
Colton	9,806.22	10,353.89	-5.29	Hermosa	16,851.62	10,382.54	62.31	Murdo	32,147.36	27,342.36	17.57
Columbia	2,335.51		0.00	Herreid	22,770.95	18,529.31	22.89	New Effington	3,307.69	4,298.25	-23.05
Conde	2,396.42	2,210.12	8.43	Highmore	35,385.91	24,806.75	42.65	New Underwood	7,363.73	8,354.67	-11.86
Corona	1,826.39	1,465.00	24.67	Hill City	41,269.70	38,585.06	6.96	Newell	14,938.01	16,205.85	-7.82
Corsica	25,172.42	25,431.25	-1.02	Hitchcock	1,693.97	1,564.59	8.27	Nisland	2,855.58	1,355.29	110.70

Municipal Tax Due for Returns Filed in April 2016 and 2015

CITY	2016	2015	% Change	CITY	2016	2015	% Change
Sioux Falls	10,827,051.93	10,434,058.99	3.77	Rapid City	4,753,289.12	4,615,189.90	2.99
Aberdeen	1,522,192.82	1,483,878.55	2.58	Watertown	1,247,445.31	1,194,136.18	4.46
Brookings	1,197,667.71	1,223,087.71	-2.08	Mitchell	955,140.17	916,310.82	4.24
Yankton	764,378.09	800,120.13	-4.47	Pierre	686,483.60	633,585.49	8.35
Huron	621,285.87	585,267.24	6.15	Spearfish	610,125.39	632,251.53	-3.50

CITY	2016	2015	%	CITY	2016	2015	%	CITY	2016	2015	%
North Sioux City	213,986.28	224,256.46	-4.58	Vermillion	320,945.94	294,982.22	8.80				
Oacoma	39,097.27	32,855.08	19.00	Viborg	22,388.92	23,865.98	-6.19				
Oldham	1,265.86	1,383.11	-8.48	Volga	37,521.19	31,029.14	20.92				
Olivet	652.60	679.55	-3.97	Volin	1,435.64	1,336.82	7.39				
Onida	16,595.67	22,105.76	-24.93	Wagner	65,037.89	58,772.50	10.66				
Orient	821.24	1,079.66	-23.94	Wakonda	6,028.90	7,266.61	-17.03				
Parker	24,968.14	25,243.45	-1.09	Wall	97,369.25	76,632.12	27.06				
Parkston	50,755.38	43,555.79	16.53	Wallace	536.59	1,021.30	-47.46				
Peever	1,703.73	1,612.00	5.69	Ward	1,705.17	1,144.94	48.93				
Philip	37,406.12	57,390.21	-34.82	Warner	5,576.20	8,364.82	-33.34				
Pickstown	5,970.03	6,365.16	-6.21	Wasta	230.44	338.37	-31.90				
Piedmont	18,406.75	18,715.15	-1.65	Waubay	8,637.71	10,062.66	-14.16				
Pierpont	1,253.83	897.69	39.67	Webster	78,678.50	69,794.82	12.73				
Plankinton	15,218.76	13,811.93	10.19	Wentworth	3,539.86	2,905.33	21.84				
Platte	53,733.32	57,739.81	-6.94	Wessington	5,110.90	5,813.68	-12.09				
Pollock	7,541.25	11,596.89	-34.97	Wessington Springs	24,178.11	22,167.80	9.07				
Presho	11,772.92	10,264.68	14.69	Westport	1,067.34		0.00				
Pringle	-776.12	731.10	-206.16	White	-1,447.65	6,595.16	-121.95				
Pukwana	6,213.87	2,895.39	114.61	White Lake	7,689.68	11,235.53	-31.56				
Quinn	982.00	636.08	54.38	White River	11,091.00	11,151.73	-0.54				
Ramona	1,072.66	1,018.14	5.35	Whitewood	22,544.43	17,428.06	29.36				
Redfield	95,438.88	77,588.02	23.01	Willow Lake	6,413.17	6,897.30	-7.02				
Reliance	4,017.36	5,044.45	-20.36	Wilmot	9,957.44	10,326.26	-3.57				
Reville	1,877.41	2,185.31	-14.09	Winnier	143,180.12	140,518.95	1.89				
Roscoe	7,347.68	8,506.28	-13.62	Witten	430.73	789.32	-45.43				
Rosholt	6,124.09	5,805.84	5.48	Wolsey	9,827.14	9,870.84	-0.44				
Roslyn	2,643.92	2,817.89	-6.17	Wood	650.73	1,148.05	-43.32				
Saint Lawrence	4,224.98	3,412.36	23.81	Woonsocket	11,893.28	13,018.95	-8.65				
Salem	42,246.21	50,264.57	-15.95	Worthing	10,667.33	11,652.11	-8.45				
Scotland	38,490.05	25,475.79	51.08	Yale	982.33	2,167.81	-54.69				
Selby	16,895.21	20,463.85	-17.44								
Sherman	290.14	1,807.23	-83.95								
Sisseton	89,459.96	98,546.05	-9.22								
South Shore	1,610.77	3,173.84	-49.25								
Spencer	1,637.52	1,793.41	-8.69								
Springfield	18,398.23	17,603.93	4.51								
Stickney	9,158.61	-346.13	-2,746.00								
Stratford	1,029.93	964.36	6.80								
Sturgis	228,050.27	217,854.79	4.68								
Summerset	39,792.54	41,086.66	-3.15								
Summit	11,386.44	8,991.59	26.63								
Tabor	7,388.78	9,041.50	-18.28								
Tea	102,907.62	114,055.51	-9.77								
Timber Lake	13,576.73	17,464.12	-22.26								
Toronto	3,984.90	3,557.19	12.02								
Trent	1,174.00	914.72	28.35								
Tripp	10,966.63	10,722.49	2.28								
Tulare	5,461.52	2,608.62	109.36								
Tyndall	25,042.59	26,842.76	-6.71								
Utica	581.59	432.34	34.52								
Valley Springs	8,673.92	10,039.42	-13.60								
Veblen	4,869.34	4,519.03	7.75								

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

05/11/16

Fox Run Golf Course
Statement of Revenues & Expenses

	01Apr2016 30Apr2016	01Apr2015 30Apr2015	01Jan2016 30Apr2016	01Jan2015 30Apr2015	Legal Budget
Direct Revenues:					
Concessions	7,620.51	7,364.38	13,792.79	14,393.14	154,300.00
Pro Shop	5,955.49	12,993.58	10,273.90	32,190.60	164,500.00
Course	59,840.19	54,250.50	247,948.48	262,431.40	483,800.00
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Total Direct Revenues	73,416.19	74,608.46	272,015.17	309,015.14	802,600.00
Direct Expenses:					
Concessions	3,531.90	3,081.14	4,627.04	4,023.55	71,075.00
Pro Shop	39,426.98	2,767.50	46,931.24	53,290.42	114,800.00
Course	27,731.81	24,455.81	27,731.81	24,455.81	37,300.00
	-----	-----	-----	-----	-----
Total Direct Expenses	70,690.69	30,304.45	79,290.09	81,769.78	223,175.00
Add Beginning Inventory					
Less Ending Inventory					
Net Direct Income (Loss)					
Indirect Revenues -	.11	650.20	.31	650.36	600.00
Indirect Expenses:					
Personal Services	25,170.37	22,931.61	93,463.19	89,508.63	370,992.00
Insurance	5,204.21		5,204.21	6,015.68	6,405.00
Professional Services	3,377.80	2,030.21	5,628.20	3,724.25	23,400.00
Advertising	2,489.05	3,735.60	4,807.80	3,968.70	7,000.00
Repair & Maintenance	4,528.24	7,472.63	10,915.99	10,796.81	57,500.00
Supplies & Materials	11,714.17	241.27	12,431.94	582.28	60,100.00
Travel, Conference & Dues	1,195.74	338.61	1,450.74	583.61	3,500.00
Utilities	1,742.94	2,275.33	5,109.67	5,896.25	36,500.00
Billing and Administration			33,670.00	33,670.00	67,340.00
Depreciation	5,128.69	4,877.22	20,514.76	19,508.88	55,745.00
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Total Indirect Expenses	60,551.21	43,902.48	193,196.50	174,255.09	688,482.00
Net Operating Income	(57,825.60)	1,051.73	(471.11)	53,640.63	(41,117.00)
	=====	=====	=====	=====	=====
Capital Outlay		1,692.00	19,185.00	1,692.00	139,500.00
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05/11/16

Fox Run Golf Course
Statement of Revenues

1

	01Apr2016 30Apr2016	01Apr2015 30Apr2015	01Jan2016 30Apr2016	01Jan2015 30Apr2015	Legal Budget
Concessions					
CASH Long	71.60	27.00	277.46	456.46	1,000.00
PREPARED FOOD	1,739.22	882.42	2,062.81	1,436.27	33,600.00
PRE-PACKAGED FOOD	718.90	900.49	1,225.89	1,358.27	7,700.00
BEER	3,555.08	3,652.19	7,591.69	8,169.66	89,000.00
BOTTLED POP	1,535.71	1,902.28	2,634.94	2,972.48	23,000.00
MISCELLANEOUS CONCESSIONS					
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Total Concessions	7,620.51	7,364.38	13,792.79	14,393.14	154,300.00
Pro Shop					
GOLF BALLS	820.30	1,497.55	1,310.93	2,874.24	24,000.00
GLOVES	328.40	497.16	669.33	820.43	7,000.00
GOLF CAPS/VISORS	623.23	635.14	911.12	1,006.37	7,000.00
MERCHANDISE	1,072.27	1,730.41	1,530.30	3,849.79	38,000.00
MERCHANDISE NON-TAX		95.98		95.98	1,000.00
GOLF EQUIPMENT	2,353.57	5,935.67	4,399.74	17,990.72	70,000.00
MISCELLANEOUS MERCHANDISE					
CLUB REPAIRS	757.72	1,394.12	1,452.48	2,571.91	11,000.00
LESSONS		1,207.55		2,981.16	6,500.00
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Total Pro Shop	5,955.49	12,993.58	10,273.90	32,190.60	164,500.00
Course					
SIMULATOR			5,048.50	2,874.66	4,000.00
SIMULATOR NON-TAXABLE			500.00	665.00	1,200.00
SEASON PASS	36,950.78	27,332.01	150,948.20	154,866.09	175,000.00
SEASON PASS NON-TAX			3,446.69	3,446.69	3,500.00
GREEN FEES-WEEKENDS/HOLIDAYS	2,534.76	3,233.45	4,484.22	6,793.40	59,000.00
GRREN FEES NON-TAX	1,331.00	1,650.00	1,331.00	1,650.00	6,500.00
GREEN FEES - WEEKDAYS	2,242.42	5,208.47	3,961.51	10,377.64	70,000.00
GOLF CAR RENTAL	4,967.88	5,783.72	15,543.29	16,167.12	65,000.00
GOLF CAR STORAGE (NON-TAX)	2,594.30	2,334.87	23,062.66	25,164.71	25,200.00
TRAIL FEES	3,990.82	4,243.20	25,475.93	26,323.49	29,000.00
PULL CART RENTAL	44.88	14.96	59.84	33.66	300.00
GOLF CLUB RENTAL	27.20	15.54	27.20	15.54	1,000.00
DRIVING RANGE	2,326.39	2,373.28	4,761.94	5,052.88	15,000.00
DRIVING RANGE NON-TAX	46.14	268.16	346.14	568.16	800.00
HANDICAPING	2,783.62	1,792.84	6,251.36	5,732.36	9,000.00
LEAGUES					
JUNIOR GOLF PROGRAM					4,000.00
GOLF CART WRAPS			2,700.00	2,700.00	15,300.00
LEAGUE SOFTWARE ADS					
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Total Course	59,840.19	54,250.50	247,948.48	262,431.40	483,800.00
Total Direct Revenues	73,416.19	74,608.46	272,015.17	309,015.14	802,600.00
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05/11/16

Fox Run Golf Course
Statement of Expenditures

1

	01Apr2016 30Apr2016	01Apr2015 30Apr2015	01Jan2016 30Apr2016	01Jan2015 30Apr2015	Legal Budget
Concessions					
CASH SHORT	116.93	28.39	355.74	201.44	1,000.00
PREPARED FOODS	565.96	487.23	773.04	525.19	26,000.00
CANDY	124.10	338.77	222.85	338.77	4,000.00
BEER	1,767.15	1,619.55	2,077.95	2,327.35	30,000.00
POP	957.76	607.20	1,104.77	630.80	10,000.00
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Total Concessions	3,531.90	3,081.14	4,627.04	4,023.55	71,075.00
Pro Shop					
GOLF BALLS	17,449.16	67.50	21,829.25	23,300.95	24,000.00
GLOVES	1,726.09	156.96	1,726.09	847.67	3,200.00
GOLF CAPS/VISORS	1,997.83	151.20	2,048.24	1,558.38	3,600.00
MERCHANDISE	9,175.09	463.38	9,207.53	4,048.73	23,000.00
GOLF EQUIPMENT	9,078.81	1,928.46	11,022.82	22,702.59	55,000.00
TRADE IN GOLF EQUIPMENT					
CLUB REPAIRS			1,097.31	832.10	6,000.00
	-----	-----	-----	-----	-----
Total Pro Shop	39,426.98	2,767.50	46,931.24	53,290.42	114,800.00
Course					
GOLF CAR RENTAL	24,455.81	24,455.81	24,455.81	24,455.81	26,000.00
REIMBURSEMENT-GOLF SHED RENTAL					
PULL CART RENTAL					
DRIVING RANGE	3,276.00		3,276.00		2,500.00
HANDICAPING					7,800.00
JUNIOR GOLF PROGRAM					1,000.00
GOLF CART WRAPS					
LEAGUE SOFTWARE ADS					
	-----	-----	-----	-----	-----
Total Course	27,731.81	24,455.81	27,731.81	24,455.81	37,300.00
Total Direct Expenditures	70,690.69	30,304.45	79,290.09	81,769.78	223,175.00
	=====	=====	=====	=====	=====

City of Yankton
Airport Advisory Board Meeting Notes
for
April 20, 2016
(approved)

ROLL CALL:

Present – Brad Woerner, Roger Huntley, Dawn Steffes, Mark Yonke, Steve Hamilton and Jim Cox

Also Present – Al Viereck, Jake Hoffner, Mike Roinstad, and Chris Nelson

Unable to attend – Amy Nelson, George Munn, Jr., and Dave Mingo

MINUTES – March 16, 2016

MOTION – It was moved by Roger Huntley and seconded by Mark Yonke to approve the March 16, 2016 meeting minutes.

MOTION – PASSED

Monthly Fuel Report

For the month of March fuel report, there were 64 transactions and sold 3904.7 gallons. Last year, 3,295.20 gallons were sold. Mike indicated that there were 10 transactions that would separate 2015 & 2016.

Airport Conference Report

Steve advised 130 people were in attendance, the FAA & City are waiting on SHIPO for a letter of agreement regarding building. KLJ has sent a “Purpose & Means” to FAA which they have so much time to make comments on. Basically, KLJ’s reasoning or statement identifies that we need more space for hangars. FAA wants the reasoning or statement reworded to say we need more apron space unless we tear down building and move hangars. They want it to be an alternative. Don't know timeline when this will be completed. Brian says this is the furthest we have gotten in this process with the building. Jim asked where SHIPO is located, Mike thought they were based in Pierre. Chris asked if needed to move project along. Mike advised it is on autopilot. Jim thought it wouldn't hurt to ask occasionally. Next meeting should be on the eastside of the state. Steve advised that one of the sessions was on Alaska airports and that a majority of the airports in Alaska their runways are gravel. One session was about new runway in Miller. FAA talked for 3-4 hours 99% was of no interest to the audience. Standard operation procedures. Aeronautics commission gave \$75,000 to SD State for simulator, on mobile trailer. \$21 million for airport improvement projects for South Dakota, North Dakota is \$65 million other states are into the \$100 million.

Staff Report

Apron Expansion project is on track for 2017. Grant Oversight Risk Assessment form has been submitted to the Federal Aviation Administration (FAA) and no feedback has been received. The FAA is also working with the State Historic Preservation Office (SHPO) and Dave Mingo will follow up.

Other Business

Mike reported the following:

Lights on runway update - fixed (4-6 weeks)

Automated Weather Observing System (AWOS) - fixed as of yesterday

Fuel hose repair update - roller has been fixed on the fuel island

ADJOURNMENT

MOTION – It was moved to adjourn by Roger Huntley and seconded by Steve Hamilton

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

MOTION – PASSED

Memorandum No. 16-130

TO: Mayor and City Commissioners

FROM: Amy Nelson, City Manager

RE: Fireworks Request

DATE: May 18, 2016

Attached is a request for a fireworks display within the city limits on June 25, 2016. Per municipal code, this request needs to be approved by the City Commission. The location of the display will be on the property of Hillcrest Golf & County Club.

The fire and police departments have reviewed the request and are comfortable with the request being approved.

It is recommended that the City Commission authorize Leon Somsen to host a fireworks display on June 25, 2016.

_____ Voice vote

From: Leon Somsen [mailto:leonsomsen@iw.net]
Sent: Monday, May 2, 2016 1:36 PM
To: Amy Nelson <ANelson@cityofyankton.org>
Subject: Somsen/Bruckner Wedding Fireworks Display

Amy,

As you are probably already aware, my daughter will be getting married to Bo Bruckner this coming **June 25th** here in Yankton.

My request to you, is for your/city approval of a **very short** surprise fireworks display (neither Jade or Bo are aware of this!!) which we are planning to have go off toward the end of the “wedding couple’s” first dance, which would be **early evening at first darkness**. This display would happen on the **Hillcrest Golf course**, as the wedding reception and dance will be taking place in a large tent to be located on the Hillcrest driving range.

We have already talked to **Jeff Koster** to manage the actual fireworks display.

We have already talked with and **received approval from Hillcrest** to have a display.

Thank You!!

Leon Somsen

Memorandum No. 16-135

TO: Mayor and City Commissioners

FROM: Amy Nelson, City Manager

RE: Set budget workshop meetings

DATE: May 18, 2016

According to our budget timeline schedule, we are slated to hold CIP workshop meeting the week of June 13-17. We have traditionally taken two nights and held a third night in reserve in case we needed it. We recommend holding our meetings as follows:

Immediately following the June 13, 2016 City Commission;
June 14, 2016 starting at 5:30 pm at City Hall, Meeting Room #B
June 15, 2016 starting at 5:30 pm at City Hall, Meeting Room #B (if needed)

Memorandum #16-133

*To: City Manager
From: Finance Officer
Date: May 17, 2016
Subject: Peddler's License*

We have received the following application for a Peddler's License:

Southwestern Advantage
2451 Atrium Way
Nashville, TN 37214

The Southwestern Company is requesting a license for 2 individuals to go house to house selling educational books and materials.

A check with the State Sales Tax Office revealed that the business does have a State Sales Tax Number.

City Code also requires each applicant to pay a fee of \$10.00 per year per person using a motor vehicle and \$5.00 per year per person on foot and file a bond with the Finance Officer. The fee and bond have been received.

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



Al Viereck
Finance Officer


____ Vice 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 (on-sale) Liquor License for July 3, 2016 from Hanten, Inc., (Ben Hanten, Owner) dba Ben's, Meridian Bridge, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, June 13, 2016, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of May, 2016.



Al Viereck
FINANCE OFFICER

_____ Voice vote

Memorandum # 16-126

To: Amy Nelson, City Manager
From: Todd Larson, Director of Parks & Recreation
Subject: Camping in Riverside Park – SD Kayak Challenge
Date: May 15, 2016

Jarett Bies, organizer, is requesting camping in Riverside Park for the annual South Dakota Kayak Challenge which is set for May 27-29. The South Dakota Kayak Challenge is a marathon-endurance paddling race. It is being organized by the South Dakota Kayak and Canoe Association. For more information about the race please visit <http://sdkayakchallenge.org>

Racers will face 75 miles on the Missouri National Recreational River, starting in history-rich Yankton, S.D., and ending in less than 36 hours in South Sioux City, Nebraska. The race is about 70 miles in length and racers will have 36 hours to complete the course. The race has had over 160 racers the past couple of years. The start of the race will be on Saturday, May 28, at 7 a.m. on the sandy shore by the floating dock (south of the Capitol Replica) in Riverside Park. The race organizers are requesting the City Commission allow tent camping in Riverside Park on the Friday night before the race. The group will be renting the Capitol Building as a shelter location in case there are weather issues during the evenings. This is the same request as in past years. The camping area will be limited to the grass area in front of the Capitol Replica and spreading to the east as numbers dictate. There were no issues with park campers in the previous four years.

Recommendation: It is recommended that the Commission allow camping in Riverside Park on Friday night May 27 for the South Dakota Kayak Association event.

Respectfully submitted,



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

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



Amy Nelson, City Manager

Memorandum # 16-124

To: Amy Nelson, City Manager
From: Brad Bies, Code Enforcement Official
Subject: Introduction of 2016 Assessment Roll—First Reading —Abatement of Nuisance Vegetation & Street Tree Trimming.
Date: May 18, 2016

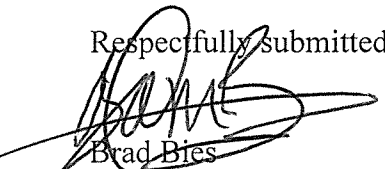
In order for City staff to begin the special assessment process it is recommended that the City Commission, at their meeting on May 23, 2016, set a public hearing date on the special assessment roll for June 27, 2016.

The following schedule of events should be undertaken to complete the special assessment process:

- May 12, 2016 Department of Community Development files special assessment roll with Finance Officer.
- May 23, 2016 City Commission sets public hearing for June 27, 2016
- June 9, 2016 Department of Community Development sends notice of hearing to affected property owners.
- June 9, 2016 Department of Community Development publishes notice of hearing in Press & Dakotan. Publishing dates of June 9 and June 14, 2016.
- June 27, 2016 City Commission holds public hearing on assessment roll and approves resolution.
- June 28, 2016 Finance Department sends notice to property owners giving amount of assessment, installments, etc.
- July 2016 Finance Department publishes resolution with June 27 Commission Minutes.
- December 12, 2016 Final date property owners can pay entire assessment without interest.
- January 1, 2017 First special assessment installment due.

Recommendation: It is recommended that the Board of Commissioners set June 27 2016 as the date for a public hearing for the special assessment roll.

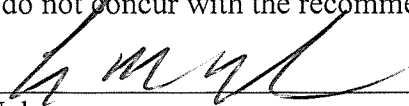
Respectfully submitted,



Brad Bies
Code Enforcement Official

Attachments

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



Amy Nelson
City Manager

___ Roll Call

**2016 SPECIAL ASSESSMENT ROLL
FOR
NUISANCE VEGETATION AND STREET TREE TRIMMING
CITY OF YANKTON, SOUTH DAKOTA**

TO THE CITY FINANCE OFFICER OF THE CITY OF YANKTON

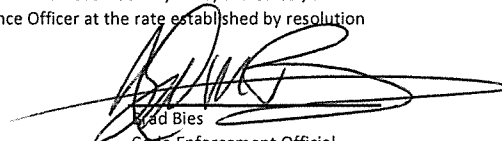
I, Brad Bies, Code Enforcement Official, herewith file with you, as provided by law, the Special Assessment Roll within the City of Yankton.

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

PROPERTY OWNER (Deed Holder) Mailing Address	PROPERTY DESCRIPTION Legal Description	PROPERTY ADDRESS	ASSESSMENT AMOUNT	ABATEMENT CATEGORY
ALCINDA MILLER PO BOX 322 Emigrant, MT 59027	LT D & LT 4 BLK 1 WITHERSPOON & TODDS	101 Broadway Avenue	149.79	Tree Trimming
MICHAEL AND CASEY SLOAN 1714 Pine Street Yankton, SD 57078	LTS 15 & 16 BLK 10 HILLCREST PARK	1714 Pine Street	75.59	Tree Trimming
JOHN AND LAURA SORENSEN 1209 WEST 11 ST Yankton, SD 57078	LT 10 BLK 14 WITHERSPOON & TODDS	201 Broadway Avenue	128.59	Tree Trimming
MICHAEL HACECKY 2508 Valley Road Yankton, SD 57078	LT 8 BLK 6 HILLCREST EAST	2508 Valley Road	75.59	Tree Trimming
ANDREW HAYWARD 513 Green Street Yankton, SD 57078	LT 16 BLK 44 CENTRAL YANKTON	513 Green Street	102.09	Tree Trimming
David Brown 603 Green Street Yankton, SD 57078	LT 11, S2 LT 12 BLK 63 CENTRAL YANKTON	603 Green Street	176.29	Vegetation
Victoria Vlahakis Trust 914 PEARL ST Yankton, SD 57078	LT 11 BLK 70 CENTRAL YANKTON	703 Linn Street	100.70	Vegetation
Rosalynn White 811 Picotte Street Yankton, SD 57078	LT 9 EXC S6' & S7' LT 10 BLK 55 LOWER YANKTON	811 Picotte Street	63.60	Vegetation
Brandon & Kristina Lloyd 821 West 5th Street Yankton SD 57078	E2 LT 1 & E2 N42' LT 2 BLK 40 WITHERSPOON'S	821 West 5th Street	84.80	Vegetation
Victoria Vlahakis Trust 914 PEARL ST Yankton, SD 57078	LTS 10 & 11 BLK 56 LOWER YANKTON	911 Picotte Street	149.79	Vegetation
Victoria Vlahakis Trust 914 PEARL ST Yankton, SD 57078	LTS 12 & 13 BLK 56 LOWER YANKTON	913 Picotte Street	149.79	Vegetation
VICTORIA VLAHAKIS TRUST 914 PEARL ST Yankton, SD 57078	N2 LT 17 & ALL LT 18 BLK 56 LOWER YANKTON	919 Picotte Street	75.59	Tree Trimming
TOTAL ASSEMENTS			\$1,332.25	

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

The above assessments may be paid without interest to the City Finance Officer on or before December 12, 2016, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.


 Brad Bies
 Code Enforcement Official

Filed in the office of the City Finance Officer on May 5, 2016

 Al Viereck
 Finance Officer

Memorandum #16-129

To: City Commissioners
From: Mayor Charlie Gross
Subject: Advisory Board Appointments
Date: May 18, 2016

The following are the citizens I have selected to serve on the various City Advisory Boards and Commissions.

Planning Commission (Three Vacancies) – 3 Year Term

Mike Healy
Scott Shindler
Deb Specht
Chris Ferdig – City Commission Representative

Yankton Community Library Board (One Vacancy) – 3 Year Term

Tonya Koenigs
Tony Maibaum – City Commission Representative

Park Advisory Board (Two Vacancies) – 3 Year Term

Michael Schumacher
M Catherine Crandall
Craig Sommer – City Commission Representative

Fox Run Golf Advisory Board (Two Vacancies) – 3 Year Term

Carll Kretsinger
Terry Carda
Jake Hoffner – City Commission Representative

Airport Advisory Board – (Three Vacancies) – 3 Year Term

Mark Yonke
Roger Huntley
Steve Hamilton
Jake Hoffner - City Commission Representative

Yankton Housing and Redevelopment Commission (One Vacancies) – 5 Year Term

Jeanette Warren
Nathan Johnson - City Commission Representative

Joint Powers Solid Waste Advisory Board

Jake Hoffner – City Commission Representative

CVB

Tony Maibaum – City Commission Representative

_____ Roll call

Human Services Center Advisory Commission

Amy Miner – City Commission Representative

City/ School Summit Activities Center Committee

David Carda – City Commission Representative

Charlie Gross- City Commission Representative

David Knoff - City Commission Representative

Yankton County Courthouse and Safety Center Advisory Board

Craig Sommer – City Commission Representative

Tony Maibaum – City Commission Representative

Federal Prison

Nathan Johnson – City Commission Representative

YAPG

Dave Knoff – City Commission Representative

Nathan Johnson – City Commission Representative

Dakota Territorial Museum

Nathan Johnson– City Commission Representative

Towing Committee

David Knoff – City Commission Representative

Chris Ferdig – City Commission Representative

City County Planning

Craig Sommer – City Commission Representative

Charlie Gross – City Commission Representative

B-Y Water Committee

Chris Ferdig – City Commission Representative

Dave Carda – City Commission Representative

Dave Knoff – City Commission Representative

Charlie Gross – City Commission Representative

BID Board Committee

Dan Specht

Bruce Cull

Rob Stephenson

_____ Roll call

Outside Agency Committee

Amy Miner – City Commission Representative

Craig Sommer – City Commission Representative

Charlie Gross– City Commission Representative

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charlie Gross", with a long horizontal flourish extending to the right.

Charlie Gross

Mayor

Memorandum #16-128

To: Amy Nelson, City Manager
 From: Todd R. Larson, Director of Parks, Recreation, & Events
 Date: May 13, 2016
 Subject: Summit Activities Center Rental Rate Increase

It is the recommendation of the City and School Summit Activities Center Committee to adjust the Summit Activities Center rental rates (Attachment 1) to help ease the yearly subsidy from the City's budget and cover the on-going expenses from the School's budget. The SAC rental rates for 2016 that go into effect on July 1, 2016, were approved by both the City Commission and the Yankton School Board in 2014. The SAC rental rates for 2017 that go into effect on July 1, 2017 were approved by both the City Commission and the Yankton School Board in June of 2015. The proposed rates for 2018 are the rates the City Commission needs to approve at this time. The rate increase from 2017 to 2018 is approximately 3%. The 2018 rates would become effective July 1, 2018.

The City has drafted the two-year rate chart reflecting current and projected rates so all groups will know well in advance what fees they would be subject to for future rentals. Rates do not follow the City's calendar year budget. Rates are effective for the School District's fiscal year from July 1 to June 30 of the next year.

The City of Yankton and the Yankton School District's websites will reflect the new rates and effective date. Rates will be posted in the Summit Activities Center and each future invoice will include an insert with the new fee structure and projections for the upcoming two years.

The City-School Committee believes the proposed SAC rental rates maintain the facility and its offerings as a very good value for anyone in the Yankton area.

It is the recommendation of the City-School Committee to implement the proposed rate structure for 2018 on July 1, 2018.

Respectfully submitted,



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

I concur with this recommendation.

I do not concur with this recommendation.


 Amy Nelson, City Manager

5/18/16
 Date

Roll call

Summit Activities Center and Yankton High School Schedule of Charges

Rentals are from time doors are unlocked to time doors are locked- based on custodial pre-event notes and actual times documented.

Weekday/Weekend Schedule	July 1, 2017		July 1, 2018	
	Up to 4 Hour Maximum	All DAY	4 Hour	All DAY
Main Gym°	\$185.00	\$285.00	\$190.00	\$290.00
°additional fees apply for sound and light technicians				
Auxiliary Gym	\$160.00	\$260.00	\$165.00	\$265.00
Commons	\$106.00	\$206.00	\$109.00	\$209.00
Theater°	\$185.00	\$285.00	\$190.00	\$290.00
°additional fees apply for sound and light technicians				
YCAH°	\$106.00	\$206.00	\$109.00	\$209.00
°additional fees apply for sound and light technicians				
Educational Classroom°	\$106.00	\$206.00	\$109.00	\$209.00
°additional fees apply for sound and light technicians				
Hallway for concessions		\$64.00		\$66.00
Lockers (1)		\$49.00		\$51.00

ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$20/labor hour (plus applicable sales tax).

\$21/hour (plus applicable sales tax)

The four areas below are handled by the SAC staff.

***applies to all days of year	Hourly	Up to 4 Hour Maximum	All DAY
Meeting Room (One)	\$ 15.00	\$ 50.00	\$ 90.00
Wrestling Area	\$ 20.00	\$ 60.00	\$ 110.00
Open Court Space	\$ 20.00	\$ 60.00	\$ 110.00
Water Activities Area*	2 guards= \$100	3 guards= \$125	4 guards= \$150
*water area rentals are charged per hour by number of guards			

Summit Activities Center and Yankton High School Schedule of Charges

Rentals are from time doors are unlocked to time doors are locked- based on custodial pre-event notes and actual times documented.

	July 1, 2017	July 1, 2017	July 1, 2018	July 1, 2018
Premium Schedule	Up to 4 Hour Maximum	All DAY	4 Hour	All DAY
Veteran's Day, Thanksgiving Friday, Christmas Eve, New Year's Day, President's Day, Good Friday, Easter Monday If holiday is Monday or Friday, adjoining weekend days are premium rate also				
Main Gym [°]	\$266.00	\$366.00	\$274.00	\$374.00
°additional fees apply for sound and light technicians				
Auxiliary Gym	\$212.00	\$312.00	\$218.00	\$318.00
Commons	\$185.00	\$285.00	\$190.00	\$290.00
Theater [°]	\$266.00	\$366.00	\$274.00	\$374.00
°additional fees apply for sound and light technicians				
YCAH [°]	\$185.00	\$285.00	\$190.00	\$290.00
°additional fees apply for sound and light technicians				
Educational Classroom [°]	\$185.00	\$285.00	\$190.00	\$290.00
°additional fees apply for sound and light technicians				
Hallway for concessions		\$128.00		\$132.00
Lockers (1)		\$96.00		\$99.00

ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$29/labor hour.

\$30/hour


City of Yankton and the Yankton School District can use facilities with no charge as co-owners.

Holiday closed dates for the SAC facilities (include set-up, take down days, snow and ice removal):

4th of July, Labor Day, Thanksgiving, Christmas Day, Easter Sunday, Memorial Day.

If holiday is Monday or Friday, adjoining weekend days are premium rate.

Memorandum #16-127

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Memorandum of Understanding between Yankton County
Emergency Management and City of Yankton
DATE: May 18, 2016

Previously we executed Memorandum of Understandings between Yankton County Emergency Management and the City of Yankton for use of City owned facilities during catastrophic events. Attached are Memorandum of Understanding for City Hall, The Center and Fire Station #2. City Attorney DenHerder has reviewed the Agreements and has offered his concurrence with executed the same.

Recommendation: It is recommended that the Commission establish an action to either table or consider the Memorandums of Understanding between Yankton County Emergency Management and the City of Yankton for use of City owned facilities during catastrophic events.

**MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF FACILITIES
IN THE EVENT OF A MASS EMERGENCY**

Yankton County OEM, and Yankton City Hall, agrees that:

In the event of a catastrophic emergency in Yankton County, the Office of Emergency Management, OEM, resources will be quickly committed to providing a necessary gathering center.

Yankton County OEM and Yankton City Hall enter into this partnership as follows:

1. Facility Space: Yankton County OEM accepts designation of Yankton City Hall, located at 416 Walnut, Yankton, SD as a gathering center in the event the need arises.
2. Use of the Facility: Request to use facility as a gathering center will occur as soon as possible through the local Office of Emergency Management. Designation and use of The City Hall will be mutually agreed upon by all parties to this agreement. Any such use shall not be in a manner as to prevent the continuation of essential functions of City government, and reasonable accommodations shall be made for this purpose.
3. Indemnification: Yankton County OEM shall defend, indemnify and hold the City of Yankton harmless from any claims of third parties related to or arising from Yankton County OEM's use or control of the City Hall.
4. Costs: All reasonable and eligible costs associated with the emergency and the operation of the gathering center, that include, but are not limited to, modifications or damages to the facility structure, equipment and associated systems directly related to their use in support of the gathering center are submitted for consideration and reimbursement through established disaster assistance programs. No damage or modification to the facility structure, equipment or associated systems shall be permitted without written permission from the City of Yankton. In the event reimbursement through established disaster assistance is not available, Yankton County OEM shall be responsible for reimbursing the City of Yankton for any and all such costs, unless otherwise agreed upon by the parties in writing.
5. Contact Information: Yankton City Hall, will provide Yankton County OEM, the appropriate facility 24 hour/7 day contact information, and update this information as necessary.
6. Duration of Agreement: The minimum term of this MOU is two years from the date of the initial agreement. Subsequent terms may be longer with the concurrence of all parties.
7. Agreement Review: A review will be initiated by Yankton County OEM, and conducted following a disaster event or within two years after the effective date of this agreement. At that time, this agreement may be negotiated for renewal. Any changes at the facility that could impact the execution of this agreement will be conveyed to the

identified primary contacts or their designees of this agreement as soon as possible. All significant communications between the Parties shall be made through the primary contacts or their designees.

8. Amendments: This agreement may be amended at any time by signature approval of the parties' signatories or their respective designees.

9. Termination of Agreement: Any Party may withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the partnership created thereby will be considered terminated thirty (30) days from the date the non-withdrawing Party receives the notice of withdrawal from the withdrawing Party.

10. Capacity to Enter into Agreement: The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

Facility Official: _____ Date: _____

Signature: _____

Community Official: _____ Date: _____

Signature: _____

To authorize facility use, call:

Name

Daytime phone number

After-hours/emergency phone number

To open facility, call:

Name

Daytime phone number

Alternate contact to open facility, call:

Name

Daytime phone number

After-hours/emergency phone number

**MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF FACILITIES
IN THE EVENT OF A MASS EMERGENCY**

Yankton County OEM, and The Center, agree that:

In the event of a catastrophic emergency in Yankton County, the Office of Emergency Management, OEM, resources will be quickly committed to providing a necessary gathering center.

Yankton County OEM and The Center, enter into this partnership as follows:

1. Facility Space: Yankton County OEM accepts designation of The Center, located at 900 Whiting, Yankton, SD as a gathering center in the event the need arises.
2. Use of the Facility: Request to use facility as a gathering center will occur as soon as possible through the local Office of Emergency Management. Designation and use of The Center, will be mutually agreed upon by all parties to this agreement.
3. Indemnification: Yankton County OEM shall defend, indemnify and hold the City of Yankton harmless from any claims of third parties related to or arising from Yankton County OEM's use or control of the City Hall.
4. Costs: All reasonable and eligible costs associated with the emergency and the operation of the gathering center that include, but are not limited to, modifications or damages to the facility structure, equipment and associated systems directly related to their use in support of the gathering center are submitted for consideration and reimbursement through established disaster assistance programs. No damage or modification to the facility structure, equipment or associated systems shall be permitted without written permission from the City of Yankton. In the event reimbursement through established disaster assistance is not available, Yankton County OEM shall be responsible for reimbursing the City of Yankton for any and all such costs, unless otherwise agreed upon by the parties in writing.
5. Contact Information: The Center, will provide Yankton County OEM, the appropriate facility 24 hour/7 day contact information, and update this information as necessary.
6. Duration of Agreement: The minimum term of this MOU is two years from the date of the initial agreement. Subsequent terms may be longer with the concurrence of all parties.
7. Agreement Review: A review will be initiated by Yankton County OEM, and conducted following a disaster event or within two years after the effective date of this agreement. At that time, this agreement may be negotiated for renewal. Any changes at the facility that could impact the execution of this agreement will be conveyed to the identified primary contacts or their designees of this agreement as soon as possible. All significant communications between the Parties shall be made through the primary contacts or their designees.

8. Amendments: This agreement may be amended at any time by signature approval of the parties' signatories or their respective designees.

9. Termination of Agreement: Any Party may withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the partnership created thereby will be considered terminated thirty (30) days from the date the non-withdrawing Party receives the notice of withdrawal from the withdrawing Party.

10. Capacity to Enter into Agreement: The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

Facility Official: _____ Date: _____

Signature: _____

Community Official: _____ Date: _____

Signature: _____

To authorize facility use, call:

Name

Daytime phone number

After-hours/emergency phone number

To open facility, call:

Name

Daytime phone number

Alternate contact to open facility, call:

Name

Daytime phone number

After-hours/emergency phone number

**MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF FACILITIES
IN THE EVENT OF A MASS EMERGENCY**

Yankton County OEM, and City of Yankton, agree that:

In the event of a catastrophic emergency in Yankton County, the Office of Emergency Management, OEM, resources will be quickly committed to providing a necessary gathering center.

Yankton County OEM and City of Yankton enter into this partnership as follows:

1. Facility Space: Yankton County OEM accepts designation of Yankton Fire Station #2, located at 201 w 23rd St., as a gathering center in the event the need arises.

2. Use of the Facility: Request to use facility as a gathering center will occur as soon as possible through the local Office of Emergency Management. Designation and use of Yankton Fire Station #2, will be mutually agreed upon by all parties to this agreement. Any such use shall not be in a manner as to prevent the continuation of essential functions of fire department operations, and reasonable accommodations shall be made for this purpose.

3. Indemnification: Yankton County OEM shall defend, indemnify and hold the City of Yankton harmless from any claims of third parties related to or arising from Yankton County OEM's use or control of the City Hall.

4. Costs: All reasonable and eligible costs associated with the emergency and the operation of the gathering center that include, but are not limited to, modifications or damages to the facility structure, equipment and associated systems directly related to their use in support of the gathering center are submitted for consideration and reimbursement through established disaster assistance programs. No damage or modification to the facility structure, equipment or associated systems shall be permitted without written permission from the City of Yankton. In the event reimbursement through established disaster assistance is not available, Yankton County OEM shall be responsible for reimbursing the City of Yankton for any and all such costs, unless otherwise agreed upon by the parties in writing.

5. Contact Information: Yankton Fire Station #2, will provide Yankton County OEM, the appropriate facility 24 hour/7 day contact information, and update this information as necessary.

6. Duration of Agreement: The minimum term of this MOU is two years from the date of the initial agreement. Subsequent terms may be longer with the concurrence of all parties.

7. Agreement Review: A review will be initiated by Yankton County OEM, and conducted following a disaster event or within two years after the effective date of this agreement. At that time, this agreement may be negotiated for renewal. Any changes at the facility that could impact the execution of this agreement will be conveyed to the

identified primary contacts or their designees of this agreement as soon as possible. All significant communications between the Parties shall be made through the primary contacts or their designees.

8. Amendments: This agreement may be amended at any time by signature approval of the parties' signatories or their respective designees.

9. Termination of Agreement: Any Party may withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the partnership created thereby will be considered terminated thirty (30) days from the date the non-withdrawing Party receives the notice of withdrawal from the withdrawing Party.

10. Capacity to Enter into Agreement: The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

Facility Official: _____ Date: _____

Signature: _____

Community Official: _____ Date: _____

Signature: _____

To authorize facility use, call:

Name

Daytime phone number

After-hours/emergency phone number

To open facility, call:

Name

Daytime phone number

Alternate contact to open facility, call:

Name

Daytime phone number

After-hours/emergency phone number

Memorandum #16-131

To: Amy Nelson, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid award for the Durable Pavement Marking Installation Project
Date: May 16, 2016

The 2016 Durable Pavement Marking Installation Project was advertised and bid packets were mailed to three (3) contractors who have previously bid City work. The two (2) bids received are outlined below:

BIDDER NAME	TOTAL COST
Dakota Traffic Services, LLC Tea, SD	\$24,729.00
Traffic Solutions, Inc.	\$29,771.20

This year's project will utilize a recessed epoxy type pavement marking product with reflective properties. The product is currently being used by the South Dakota DOT and other cities and is considerably less expensive than cold applied type markings.

This year's focus will continue to be to apply the pavement markings at various crosswalks and turning lane designations where the durability and increased reflectivity of the product addresses safety concerns for motorists and pedestrians.

The bid from Dakota Traffic Services, LLC meets the specifications. They are an experienced pavement marking company and have previously completed projects for the City of Yankton.

There is \$80,000.00 budgeted in the 2016 Special Capital Improvement Fund for this project. The bid received by Dakota Traffic Services, LLC of \$24,729.00 is below the budgeted amount. City staff requests the authorization to work with the contractor using his unit pricing submitted to add additional locations for pavement marking. Additional markings will be field calculated so as not to exceed the budgeted amount. Thus, it is recommended that the contract be awarded to Dakota Traffic Services, LLC in the amount of \$24,729.00.

Respectfully submitted,

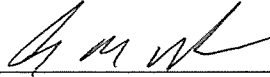


Corey Potts
Public Works Manager

Recommendation: It is recommended that the City Commission award the Durable Pavement Marking contract to Dakota Traffic Services LLC in the amount of \$24,729.00, as explained in Memorandum #16-131.

 X I concur with this recommendation

 I do not concur with this recommendation



Amy Nelson
City Manager

cc: Adam Haberman, PE

Introduction, First Reading and Establish Date for Public Hearing
Memorandum #16-132

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Sidewalk Café Ordinance Amendment
Date: May 17, 2016

If approved, the attached Ordinance #987 would amend language in the City of Yankton’s Sidewalk Café Ordinance to allow the consumption of alcoholic beverages on sidewalks adjacent to licensed establishments that have the appropriate permits. As you know, South Dakota Codified Law was changed this year to allow cities to adopt code changes permitting alcohol consumption on sidewalks abutting a licensed premises. That SDCL will be effective on July 1st.

In addition to adding alcohol consumption as a permitted activity at an approved sidewalk café, the proposed changes also provide for some flexibility in the location of the pedestrian zone of a sidewalk. Currently, the pedestrian zone must be adjacent to the curb zone. The curb zone is the first two feet next to the curb. The amended language would allow applicants to propose the location of the pedestrian zone as a part of the application process. As always, the primary purpose of the sidewalk is to provide a clearly identifiable corridor for pedestrian traffic and we feel the amended language would adequately protect that purpose while allowing the business owner some ability to customize the café layout.

Respectfully submitted,

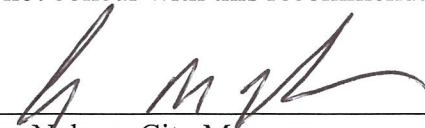


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission introduce Ordinance #987, an ordinance amending Ordinance #886 allowing sidewalk cafes and the consumption of alcoholic beverages on designated areas of sidewalks in certain areas of the B-3 Central Business District and creating regulations by which they will be permitted, and establish June 13, 2016 as the date for a public hearing.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Introduce the Ordinance

ORDINANCE NO. 987

AN ORDINANCE AMENDING ORDINANCE 886 ALLOWING SIDEWALK CAFES AND THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON DESIGNATED AREAS OF SIDEWALKS IN CERTAIN AREAS OF THE B-3 CENTRAL BUSINESS DISTRICT AND CREATING REGULATIONS BY WHICH THEY WILL BE PERMITTED

BE IT ORDAINED, BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF YANKTON, SOUTH DAKOTA THAT THE FOLLOWING CODES OF THE CITY ORDINANCES BE AMENDED AND RECREATED TO WIT:

CHAPTER 3

Sec. 3-15. - Sale or consumption of alcoholic beverages on public sidewalk.

The City Commission of the City of Yankton charged with the approval of alcoholic beverage license issuance may permit the sale and consumption of alcoholic beverages on a sidewalk or walkway subject to a public right-of-way abutting a licensed premises, ~~provided that the license holder derives more than fifty (50) percent of its gross receipts from the sale of prepared food for consumption on the licensed premises.~~ The sidewalk or walkway subject to a public right-of-way shall be immediately adjacent to and abutting the licensed premises. This section does not apply to any federal-aid eligible highway unless approved in accordance with the applicable requirements for the receipt of federal aid.

The city commission further imposes the conditions or restrictions that appear in Chapter 13, article I, section 13-2 through 13-5, Sidewalk cafes permitted in certain areas; regulations.

The sidewalk or walkway subject to a public right-of-way where the sale and consumption of alcoholic beverages is permitted does not constitute a public place as defined in SDCL 35-1-5.3, if the sidewalk or walkway subject to a public right-of-way has been properly authorized for sale and consumption of alcoholic beverages pursuant to this section. The hours of authorized sale and consumption on the sidewalk or walkway subject to a public right-of-way as provided by this section shall be consistent with the hours permitted for the on-sale license.

A violation of any provision of SDCL Title 35 by an alcoholic beverage license holder conducting business on a sidewalk or walkway subject to a public right-of-way pursuant to this section constitutes a violation of SDCL Title 35 as if the violation had occurred in or on the licensed premises.

CHAPTER 13. ARTICLE I

Section 13-2.

Outdoor Food and Beverage Service and Dining, including the consumption of alcoholic beverages, in the defined area of the B-3, Central Business District. Permits are available on an annual basis following the calendar year.

Outdoor food and beverage service and dining areas permitted along and on both sides of those portions of the identified Rights-of-Way located in the City of Yankton's B-3 Central Business District. Only those areas being both in the B-3 District and identified below are allowed to request a sidewalk café permit.

Area identified as:

1. Third Street from Broadway Avenue, east to Burleigh Street.
2. Second Street from Broadway Avenue, east to Burleigh Street.
3. Riverside Drive and Levee Street from Broadway Avenue, east to Burleigh Street.
4. Cedar Street, Walnut Street, Douglas Avenue, Capital Street, Pine Street, Mulberry Street, Pearl Street and Picotte Street from Riverside Drive / Levee Street, north to Fourth Street.

Outdoor food and beverage service and dining, including the consumption of alcoholic beverages, is permitted on sidewalks in the defined area of the Central Business District by the owner or operator whose business is adjacent to the sidewalk upon which the food and beverages are to be sold, served or consumed. Outdoor sales and service of food, beverages and outdoor dining, including the consumption of alcoholic beverages, in the Central Business District shall be subject to the regulations set forth in this ordinance.

Definitions.

The following definitions shall apply when used in this ordinance.

B – 3 Central Business District means the zoning district defined by that name in the Zoning Ordinance of the City of Yankton.

Outdoor dining area means an area on a public sidewalk in front of and adjacent to a licensed business where food or beverages are sold, served or consumed.

Sidewalk means all that area legally open to public use as a pedestrian public way between the curb line and the public right-of-way boundary along the abutting property.

Public Sidewalk Use Zones shall be defined as:

1. Curb zone: Two feet from the face of the curb toward the private property line.
2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone. Five feet adjacent to the curb zone toward the private property line. Five feet adjacent to the curb zone toward the private property line.
3. Sidewalk Café Permit Zone: Frontage zone: Frontage zone: Rremaining area of the public sidewalk not included in the curb zone or pedestrian zone. between the

~~pedestrian zone and the private property line. All permitted~~
~~pedestrian zone and the private property line. All permitted~~ Sidewalk cafes shall ~~shall~~ may be located in this zone.

Location of the Pedestrian Zone: The applicant shall propose the location of the pedestrian zone in front of their licensed establishment at the time of application for a permit. All efforts shall be made to preserve a clearly identifiable and easily navigable pedestrian zone. The City Commission may adjust the location of the requested pedestrian zone as a part of their action on the application. The location of other established pedestrian zones in the area will be taken into consideration when establishing a new pedestrian zone. Once approved, the location of the pedestrian zone cannot change without City Commission action in the form of an amendment to an existing permit, or as a part of the annual renewal process.

Regulations pertaining to outdoor food and beverage service and dining areas in the central business district.

- (1) No person shall sell or serve food or beverages or permit outdoor dining on a sidewalk in the defined area unless they comply with the requirements of this ordinance.
- (2) Pursuant to South Dakota Codified Law, ~~none~~ city licensing requirements and the provisions of this ordinance, alcoholic beverages may be sold, served or consumed on a public sidewalk.
- (3) Outdoor food or beverage sales and outdoor dining shall be located so that such service and dining does not impede, endanger or interfere with pedestrian traffic. Tables, chairs and benches shall be located so that they do not impede, endanger or interfere with pedestrian traffic, with a minimum of five feet of passage for pedestrian traffic as defined in the above described public sidewalk use zones. Sidewalk cafes shall only be allowed in the “Sidewalk Café Permit Zone Frontage zoneFrontage Zone” of the public sidewalk.
- (4) No fixtures or devices on which food or beverages are sold or consumed shall be attached to the sidewalk or other public area.
- (5) Outdoor food or beverage sales and outdoor dining will be permitted only on sidewalks that are adjacent to the building or structure in which the business providing the outdoor food and beverage service is located.
- (6) Tables, chairs and benches shall not block regulatory signs, crosswalks or intersections and shall be sufficiently lit during times of low light in order to provide for safe pedestrian passage alongside the outdoor dining area. All tables, chairs and benches shall not have sharp edges, protrusions, or other features which may be hazardous to the public.
- (7) All equipment used for food and beverage sales or consumption shall be moved inside the building wherein the business is located during hours the business is not in operation, unless the tables and chairs are secured to the building, ~~or~~ ~~or~~ secured together in a preapproved fashion or constructed of such material and placed in a manner that they cannot inadvertently move.
- (8) All tables, chairs and benches must be managed so that they may not be dislodged during windy or stormy weather.

(9) The business owner or operator who conducts outdoor food or beverage sales and outdoor dining shall be responsible for the maintenance, upkeep and security of all tables, chairs and benches.

(10) The business owner or operator who conducts outdoor food or beverage sales and outdoor dining shall be responsible for keeping the outdoor service area clean of garbage, trash, paper, cups, cans or litter associated with the operation of the outdoor dining area.

(11) Signs used to advertise to the outdoor food or beverage sales and the outdoor dining area shall meet all applicable sign regulations and be secured so that they are not dislodged during windy or stormy weather.

(12) The applicant requesting the permit agrees to assume all liability associated with the sidewalk café activities and hold the City of Yankton “harmless” in matters associated with the operation of said café.

(13) The City of Yankton has established a fee for a sidewalk café permit by resolution. Said resolution may be amended as determined by the Board of City Commissioners without impacting the provisions of this ordinance.

Section 13-3. Violations / Penalty.

Any person, firm or corporation who violates any of the provisions of this ordinance or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance may have their permit revoked and is further subject to the penalties described in Section 1-8 of the Code of Ordinances for the City of Yankton, South Dakota.

Section 13-4. Saving Clause.

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

Section 13-5. Effective Clause.

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

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

Charles Gross, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum #16-134

To: Amy Nelson, City Manager
From: Kyle Goodmanson, Director of Environmental Services
Subject: Engineering Agreement with McLaury Engineering for Hwy 50 Gravity Sewer
Date: May 18, 2016

Staff continues to work with McLaury Engineering on the Hwy 50 Utility Reconstruction Project needed in conjunction with the South Dakota Department of Transportation Project. Attached is an outlined scope of work for the design of a gravity sewer and a small portion of force main on the east end of the project.

The attached Scope of Services is an agreement with McLaury Engineering to provide professional engineering to perform design and bidding services of a sewer project related to the Hwy 50 reconstruction.

The project will replace a portion of sewer main being removed as part of the Hwy 50 project. The current sewer main is routed directly to the wastewater treatment plant causing the main to be shallow. The location of the current main conflicts with location of the new storm sewer being installed as part of the Highway 50 Reconstruction Project. The new gravity sewer will be routed to the new lift station being constructed. This will allow for a deeper sewer main that will better service the Hwy 50 corridor. The gravity portion of the project will be located in the new 30 foot utility corridor on the south side of Hwy 50. A small portion of force main will also be relocated.

It is recommended that the Director of Environmental Service be authorized to enter an agreement with McLaury Engineering for services outlined in the attached scope of services. Services not to exceed \$16,000.00.

Respectfully Submitted,

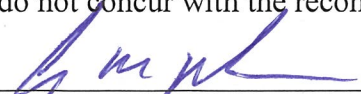


Kyle Goodmanson
 Director of Environmental Services

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



 Amy Nelson, City Manager

_____ Roll call

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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(703) 548-3118
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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 5, 2016 (“Effective Date”) between
City of Yankton, Yankton, South Dakota (“Owner”)

and

McLaury Engineering, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

4th Street 4” Force Main and 8” Gravity Sanitary Sewer Lines (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

See Appendix 1

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time-periods: Plans will be ready for bidding July 27, 2016 and begin construction August 15, 2016 with construction to complete fall of 2016.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding two months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. The total compensation for services and expenses are estimated to be \$16,000.00.

The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: Director of Environmental Services

Date Signed: _____

Address for giving notices:

Kyle Goodmanson

City of Yankton

315 West Riverside Drive

Yankton, SD 57078

ENGINEER: McLaury Engineering, Inc.

By: Kim J. McLaury

Title: President

Date Signed: May 5, 2016

Engineer License or Firm's Certificate
Number: SD-5801

State of: South Dakota

Address for giving notices:

P.O. Box 1130

118 West Main Street

Elk Point, SD 57025-1130

(605) 356-2308

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated May 5, 2016.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates for 2016:

Hourly rates for services performed on or after the Effective Date are:

Project Manager, Principal Engineer	160.00
Engineering Manager, PE	160.00
Surveying Manager, PLS	140.00
Sr. Project Engineer, PE	107.00
Jr. Engineer, PLS	107.00
Jr. Project Engineer, EI	90.00
Field Surveyor, Drafter	85.00
Sr. Administration	85.00
Support Staff Administration	58.00

*State & local taxes are NOT included in the rates above

C: PROJECT UNDERSTANDING

GRAVITY SANITARY SEWER

It is the intent of the City of Yankton to construct a new gravity sewer along the south side of Highway 50 (4th Street) from the Schramm Property east to the Dale Electronics property. This line will provide sanitary sewer service to approximately 7 parcels along the south side of Highway 50. We would propose using the survey data and alignment data that was developed for the City of Yankton Project ES2016-003, SD Highway 50. The approximate stationing for the gravity sewer would be from 67+00 to 77+50 Rt, and the total length of the project is approximately 1,100 feet long.

4" FORCE MAIN

It is also the intent of the City of Yankton to relocate a portion of the 4" force main along the north side of Highway 50. The existing 4" force main will be in conflict with a new storm sewer to be installed with SDDOT project in FY 2017. It is proposed to bore a new 4" force main under Highway 50 and tie into an existing manhole on the south side of the highway at approximately Sta. 77+50 Rt. The approximate length of the force main is 100 feet.



McLaury Engineering, Inc. will provide the following engineering and land surveying services to complete bid plans and specifications to bid the project for the City of Yankton.

1. Site Survey – the topographic survey and boundary survey for City of Yankton Project ES2016-003 shall be used for this project.
 - a. McLaury Engineering will work in conjunction with city officials on obtaining any additional survey data that would be needed to finalize the plans. Verification of existing manhole depths will be required prior to developing plans.

2. Design – McLaury Engineering will work in conjunction with city staff on layout of proposed utilities.
 - a. Preliminary Design
 - i. Develop horizontal location for proposed gravity line. This line will be in located in the new 30' corridor that the city is working to acquire with the SDDOT Highway project. Coordination with all utility companies to determine final horizontal location.
 - ii. Develop vertical grade of proposed gravity sewer.
 - iii. Develop location of proposed sewer services to provide new service to the adjacent landowners.
 - iv. Develop location of proposed force main crossing. Coordination with SDDOT Highway project to limit any possible conflicts with proposed storm sewer.
 - v. Prepare preliminary construction cost estimate.
 - vi. Meet with city staff on preliminary design review.
 - b. Final Design
 - i. Prepare final construction plans (plan sheets, general notes, and details)
 - ii. Prepare technical specifications.
 - iii. Prepare contract documents for bidding.
 - iv. Prepare final engineers estimate of construction cost.
 - v. Submit plans for SD DENR approval.
 - c. Bid Letting
 - i. Prepare bid-letting advertisement.
 - ii. Answer contractor-bidding questions.
 - iii. Conduct bid opening.
 - iv. Recommendation to award contract.
 - v. Prepare Notice of Award.

3. Construction Support - Hourly
 - a. Provide on call inspection services
 - b. Provide on call staking services
 - c. Provide on call testing services

SUMMARY OF COSTS

1. Preparation, meetings, setup project files and survey data	\$1,700	
2. Preliminary Design	\$5,600	
3. Final Design, Quantities, Plan Sheets	\$5,500	
4. Bid Letting	<u>\$3,200</u>	
	Total Estimated Design Cost	\$16,000
5. Construction Support		Hourly

Above is the estimated design hourly cost. We will invoice at our 2016 hourly rates to the cap of \$16,000. Note we do not invoice for mileage, equipment usage, copies, printing, computer costs etc. All equipment and materials costs incurred in the project are included in the hourly billing rate.

SUMMARY OF SCHEDULE

1. SIGNED CONTRACT AND NOTICE TO PROCEED	MAY 16, 2016
2. SITE SURVEY	MAY 17, 2016
3. PRELIMINARY DESIGN	MAY 23, 2016
Meeting with city staff – preliminary design review	JUNE 6, 2016
4. FINAL DESIGN SUBMITTAL	JUNE 20, 2016
a. Submit Design to SD DENR	JUNE 20, 2016
5. ADVERTISE PROJECT	JULY 4 & 11, 2016
6. BID PROJECT	JULY 27, 2016
7. AWARD PROJECT	AUGUST 1, 2016
8. ISSUE NOTICE TO PROCEED	AUGUST 15, 2016
9. END CONSTRUCTION	NOVEMBER 7, 2016

Memorandum #16-136

To: City Commission
From: Finance Officer
Date: 5/18/2016
Subject: Memorandum Supporting Resolution #15-36 Approving Off-Site Archery Range to be held in Memorial Park during Yankton Ribfest

Section 16-23 of the Yankton Code of Ordinances allows for the discharge of arrows at an approved location determined to be an archery range meeting the requirements of the National Field Archery Association, provided that the inspected official archery range has been approved by the Board of City Commissioners.

Sec. 16-23. - Discharge of weapons.

It shall be unlawful for any person to discharge or shoot off any description of firearm, or use for any purpose any slingshot or other device for throwing or forcing through the air missiles or projectiles of any character; however, this section shall not apply to any law enforcement officer in the discharge of his duty, or to any persons pre-authorized by the city manager for specific dates, times, and places.

The discharge of arrows shall be permitted at an approved location determined to be an archery range meeting the requirements of the National Field Archery Association, provided that the inspected, official archery range has been approved by the board of city commissioners.

The discharge of shotguns used on skeet shooting or shot gunning facilities shall also be permitted provided that said facility is permitted in the zoning district and has been approved by the board of city commissioners under the conditional uses and structures provision of the city's zoning ordinance.

(Rev. Ords. 1949, § 7.0402; Ord. No. 597, § 1, 6-8-87; Ord. No. 900, 5-29-07; Ord. No. 910, 4-28-08)

Attached to this Memorandum is a request from NFAA Public Relations Director, Nancy Wenande, to allow for an off-site archery range event to be held during Yankton Ribfest in Memorial Park on June 4, 2016.

It is recommended that the City Commission adopt Resolution #16-36 approving the off-site archery event to be held in Memorial Park on June 4, 2016 during Yankton Ribfest.

Thank you,

Al Viereck
 Finance Officer

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

Amy Nelson, City Manager

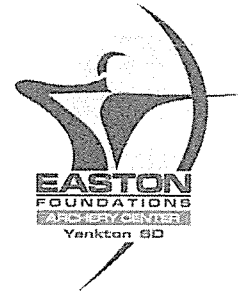
_____ Roll call



**NFAA EASTON YANKTON
ARCHERY CENTER**

800 Archery Lane, Yankton, SD 57078
605-260-9282

www.neyac.org



May 2, 2016

Dear City Manager Nelson,

It is with great pleasure that we have been invited to participate in the 2016 Ribfest event that provides a community event to boost tourism and enhance community quality of life in Yankton. The NFAA Easton Yankton Archery Center would like to provide a fun, interactive booth that allows youth and adults a safe and educational archery experience. The booth will be the same set-up similar to other offsite events that we have participated in the past meeting or exceeding all safety guidelines.

Per the Yankton City Ordinance Sec. 16-23- Discharge of weapons, we need to request permission from you because it is located in a different location other than our approved facility.

Details of the off-site event:

- Yankton Ribfest
- Yankton Memorial Park
- June 4, 2016
- Booth times 11 am – 8 pm
- Request approval starting at 8 am so that we have adequate set up time

The archery booth will have up to 2 targets, be set up by a certified level 3 coach and meet safety guidelines. During the hours of operation of the booth will always be managed by a certified instructor.

Thank you for considering our request for an off-site archery activity. If there is additional information needed or another format you would like us to use for these types of requests, please advise.

Respectfully,

A handwritten signature in cursive script that reads "Nancy Wenande".

Nancy Wenande
Director of Public Relations
NFAA Easton Yankton Archery Center
605-660-0438-cell

RESOLUTION #16-36

WHEREAS, Section 16-23 of the Yankton Code of Ordinances permits the discharge of arrows at an approved location determined to be an archery range meeting the requirements of the National Field Archer Association, provided that the inspected, official archery range has been approved by the board of City Commissioners; and

WHEREAS, NFAA is interested in having an off-site archery range event to be held on June 4, 2016 in Memorial Park during Yankton Ribfest; and

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby authorizes the NFAA to hold an off-site archery range event on June 4, 2016 in Memorial Park during Yankton Ribfest

Dated this _____ day of May, 2016

Adopted:

Charlie Gross
Mayor

ATTEST

Al Viereck
Finance Officer